



To enrich lives through effective and caring service

September 29, 2009



Santos H. Kreimann
Director

Kerry Silverstrom
Chief Deputy

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF CONTRACTS WITH GRUEN ASSOCIATES, BOA ARCHITECTURE,
WAYNE C. SIU, ARCHITECTS AND WALLACE ROBERTS AND TODD INC.,
FOR URBAN PLANNING AND DESIGN CONSULTING SERVICES
(SUPERVISORIAL DISTRICTS 3 AND 4) (3 VOTES)**

SUBJECT

This action is to award four contracts for urban planning and design consulting services pertaining to Marina del Rey and County-operated beaches.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed action is not subject to the California Environmental Quality Act, as it does not meet the definition of a "Project" under Section 15378.
2. Approve award of and instruct the Chairman of the Los Angeles County Board of Supervisors to sign three-year contracts with two one-year extension options with Gruen Associates; BOA Architecture; Wallace Roberts and Todd, Inc.; and Wayne C. Siu, Architects, for urban planning and design consulting services pertaining to Marina del Rey and County-operated beaches, to commence on the date of approval by your Board, at an annual aggregate cost not to exceed \$240,000, totaling a maximum of \$1.2 million for a potential total term of five years.
3. Authorize the Director of the Department of Beaches and Harbors to exercise the two one-year renewal options for these contracts, if, in his opinion, Gruen Associates; BOA Architecture; Wallace Roberts and Todd, Inc.; and Wayne C. Siu, Architects, have effectively performed the services during the previous contract period and the services are still required.
4. Authorize the Director of the Department of Beaches and Harbors to increase the aggregate contract amount for these contracts by up to 10 percent in any year of the

contracts or any option year, for any additional or unforeseen services within the scope of these contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of these proposed contracts, in substantially the same form as Attachment I, with the four recommended proposers, Gruen Associates, BOA Architecture, Wallace Roberts and Todd, Inc. and Wayne C. Siu, Architects, will enable the Department of Beaches and Harbors (Department) to continue to have a qualified panel of professional urban planning and design consultants to provide recommendations on architectural standards and planning, ensuring the success of improvement projects in Marina del Rey and on the beaches.

The Department has retained consultants and benefited from urban planning and design consulting services for many years. To continue to ensure that development plans for Marina del Rey properties meet appropriate community standards and are properly integrated with infrastructure and new development, it is essential that not only the Department, but also the Marina del Rey Design Control Board and the Small Craft Harbor Commission be advised by knowledgeable consultants. Such consultants are also essential to advise the Department and Beach Commission with respect to beach projects.

Implementation of Strategic Plan Goals

The urban planning and design consulting services will promote and further the Board approved Strategic Plan Goal of Community and Municipal Services (Goal 3), enabling the Department to immediately respond to a need for specialized urban planning and design services and ensuring successful completion of redevelopment projects in Marina del Rey and on the beaches.

FISCAL IMPACT/FINANCING

The total compensation for all County-funded planning and design consulting services shall not exceed \$240,000 in the aggregate in any contract year. This amount may be supplemented to the extent a lessee is obligated to reimburse the consultant's fees and expenses pursuant to the Process for Managing Marina del Rey Leasehold Extension Proposals, as approved by your Board on March 21, 1995. Similarly, the amount could be supplemented to the extent another County department uses this contract for work performed in connection with Marina or beach facilities and needs planning and design consulting services with respect thereto within the scope of this contract. The contracts provide that the Director of the Department may increase the maximum annual aggregate

amount of compensation by up to 10 percent in any year of the contracts or any option year, for any additional or unforeseen services within the scope of the contracts.

Each contract is written with a \$240,000 annual aggregate limit for all four consultants, in order to provide maximum flexibility in deciding the amount of work (within the \$240,000 aggregate total limit) to provide each consultant. Such fees will be payable based on hourly billings at specified contract rates.

Operating Budget Impact

The cost of these contracts is included in the Department's 2009-10 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Except for variations relating to hourly fees, the four contracts being presented to your Board are identical. The contracts are for urban planning and design consulting services for a three-year term with two one-year extension options which may be exercised at the discretion of the Department's Director. The contracts will commence on the date of approval by your Board.

The contracts contain the County's standard provisions regarding contractor obligations and are in compliance with all Board, Chief Executive Office (CEO) and County Counsel requirements.

The contracts are not subject to the County's Living Wage Ordinance as the services are of a technical nature and are being utilized on an as-needed basis.

The contracts have been approved as to form by County Counsel. The CEO's Risk Management Office has approved the insurance coverage, indemnification and liability provisions included in the contract.

ENVIRONMENTAL DOCUMENTATION

The proposed action is not subject to the California Environmental Quality Act, as it does not meet the definition of a "Project" under Section 15378.

CONTRACTING PROCESS

On January 29, 2009, the Department issued a Request for Proposals (RFP) seeking qualified consultants to provide urban planning and design services. This contract solicitation was advertised in the Los Angeles Times, the Eastside Sun, the Lynwood Journal, the Daily Breeze, the Culver City News, the Los Angeles Daily News, the Compton Bulletin and the Santa Monica Daily Press. The opportunity to submit proposals was also advertised on the "Doing Business with the County" Internet site, as well as the Department's own Internet site. The RFP was available for download from both of these websites. One hundred and forty-three notices were forwarded to firms from our vendor listing and pursuant to requests received through our advertising efforts.

Nineteen consultant firms submitted proposals. All of the proposals submitted met the RFP's minimum requirements and were evaluated using the informed averaging methodology.

A five-person evaluation committee, comprised of two staff members from the Department's Planning Division, one staff member from the Department's Asset Management Division, one staff member from the Department of Public Works' Architectural Engineering Division and one staff member from the CEO's Real Estate Division evaluated the nineteen proposals based on a weighted evaluation of (1) Experience and Organizational Resources, 30%; (2) Approach to Contract Requirements, 30%; (3) Price, 20%; (4) Quality Control Plan, 10%; and (5) References, 10%.

Of the nineteen proposals evaluated, the committee determined that the four highest ranking proposers have the experience, knowledge and expertise to provide the Department with quality urban planning and design consulting services. The use of multiple contractors in appropriate situations will provide the needed flexibility to enable the Department to respond to its many and varied responsibilities in the most economical and professional manner.

On final analysis and consideration of award, the four recommended consultants were selected without regard to gender, race, creed or color.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Department has been contracting for these urban planning and design consulting services through the private sector. These contracts will continue that practice.

The Honorable Board of Supervisors
September 29, 2009
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CONCLUSION

Authorize the Executive Officer of the Board to send four approved copies of this letter, as well as four executed copies of each contract, to the Department of Beaches and Harbors.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Santos H. Kreimann', with a long horizontal flourish extending to the right.

SANTOS H. KREIMANN
Director

SHK:SDP:nat

Attachment

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CONTRACTOR

FOR

**URBAN PLANNING AND DESIGN
CONSULTING SERVICES**

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
URBAN PLANNING AND DESIGN SERVICES**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
URBAN PLANNING AND DESIGN SERVICES**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR
URBAN PLANNING AND DESIGN CONSULTING SERVICES**

PART ONE – GENERAL CONDITIONS

1.0 GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties

This Contract is entered into by and between the County of Los Angeles (the “County”) and _____ (the “Contractor”).

1.1.2 Recitals

The Contract is intended to integrate within one document the terms for the urban planning and design consulting work to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, Form P-1 (Offer to Perform) and Form P-2 (Proposers Work Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-6, P-7 and P-8 submitted with the Contractor’s Proposal.

1.1.3. Effective Date

The effective date of this Contract shall be the later of September 14, 2009 or the date of Board approval.

1.1.4 Contract Provisions

The Contract is comprised of this Part 1 (General Conditions), Part 2 Standard Contract Terms and Conditions), Part 3 (Unique Terms and Conditions), Form P-1 (Offer to Perform), and Form P-3 (Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the

language in Forms P-1 and P-3 and any other part of the Contract, the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed

Contractor shall perform the work set forth in Attachment B, Statement of Work and Form P-3. Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time all tasks, deliverables, services and other work as set forth herein. If the Contractor provides any tasks, deliverables, goods, services or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

1.1.6 Rescission

The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 2.49, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.1.7 Supplemental Documents

Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 2.23.

1.2 INTERPRETATION OF CONTRACT

1.2.1 Headings

The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.3. CONTRACT TERM

1.3.1 Initial Term

The initial Contract term shall be three years commencing April 17, 2009 or after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

1.3.2 Two One-Year Extension Options

If the Director determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract Year.

1.3.3 Extension to Complete Work Order

The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year.

Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy. Contractor shall not perform any work on approved Work Orders after the expiration of the contract without an approved written extension.

1.3.4 Contractor to Notify County When It Is within 6 Months from Expiration of Term

The Contractor shall notify the Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department.

1.3.5 Survival of Obligations

Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

1.4 CONTRACT SUM

1.4.1 Compensation

The net amount the County shall expend from its own funds during any Contract year for urban planning and design consulting services among all Contractors shall not exceed \$240,000, which sum is also the maximum amount of County funds available under the Contract. The Contractor understands and agrees that the County has engaged other such contractors and that the County's obligations and payments to these contractors may in a given Contract Year reduce the portion of the Contract Sum of \$240,000 that may be available to the Contractor. In addition, the County may at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for urban planning and design consulting services may exceed the aforementioned \$240,000 to the extent that a lessee or other third party is obligated to reimburse the Department for urban planning and design consultant services rendered by the County's consultants.

1.4.2 Increase of Contract Sum by Director

Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the \$240,000 sum referenced in Section 1.4.1 which is not subject to reimbursement from lessees or other third parties by up to 10 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative. In each Contract Year following such an increase, the Contract Sum shall return to the amount stated in Section 1.4.1 unless it is again expressly increased by the Director pursuant to this Section 1.4.2.

1.4.3 Compensation Payable Only Under Work Order at Quoted Hourly Rates

Notwithstanding any other provisions of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of a Work Order (Exhibit 1) issued under the Contract and executed by the Director or the Chief Deputy. The Work Order shall state the maximum amount payable for the specified work. Compensation for all work under a Work Order shall be at

Contractor's hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1., 1.4.7 and 2.46.

1.4.4 Preparation of Itemized Estimates, Work Statements and Billing to be Treated as Overhead

Notwithstanding any other provision of the Contract, the time expended by the Contractor in the preparation of invoices shall be treated as overhead, shall not be directly charged in itemized invoices and shall not entitle Contractor to any direct compensation. The parties understand and agree that the Contractor's hourly rates for work performed include an amount which will compensate the Contractor for all labor, equipment, materials, supplies, licenses, registrations, data systems, transportation, telephone expenses, facsimile transmission, photocopying services and other items required for performance of the Contract.

1.4.5 No Increase in Hourly Rate(s) of Compensation

Notwithstanding any increase in the Contractor's salary costs or other overhead, no increase in the hourly rate(s) of compensation quoted in Form P-1 shall be given during the term of the Contract or any extension period.

1.4.6 Assignment of Work

Some, but not all of the work orders may be bid out among the Contractors based on the number of hours and turnaround time. The selected Contractor shall be paid the lower of the bid amount or the hours actually worked at the applicable hourly rate.

1.4.7 Maximum Compensation Under Work Order

Maximum compensation for each work order shall be determined by the total hours bid on the assignment at the Contractor's hourly rate(s). Each work order shall contain a firm monetary cap, based on the Contractor's hourly rate(s).

1.4.8 Increase in Maximum Compensation Under Work Order

The Director may approve an increase in the maximum compensation specified in a Work Order should he find that the project will require additional hours, an increase in staffing, or other cause to do so. An increase in the maximum number of hours specified in a Work Order shall

not increase the Contractor's hourly rate(s) of compensation. Approval of an increase in the maximum number of hours specified in a Work Order shall be effective only if executed in writing by the Director or Chief Deputy, who shall state the reason for the increase.

1.4.9 Contractor to Notify County When it has Received 75% of Total Contract Amount

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department.

1.4.10 No Payment for Services Provided Following Expiration/Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment to County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

1.5 INVOICES AND PAYMENTS

1.5.1 Contractor's Invoice Procedures

The Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice and shall submit a separate invoice for each Work Order on which it claims payment. Invoices shall identify the Contract number, total hours bid, if applicable, and the name of the Work Order or project. Invoices for services billed on an hourly basis shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, and other information necessary to

calculate the payment for the work. If the Work Order requires delivery of a report or other written product, fifty percent of all amounts due under the Work Order shall be withheld until receipt and acceptance by the CA of the report or other written product. The Contractor's monthly invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld, and the net amount currently payable by the County.

The County may withhold from payment any amount assessed by the CA which is authorized as a setoff, withholding by the terms and conditions of the Contract, including but not limited to liquidated damages pursuant to Section 2.43, County's Remedies for Default.

Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

Upon completion of the reports or other written product identified in the Work Order, the Contractor shall deliver them with an invoice for the amounts withheld pending their receipt and acceptance. Upon their receipt and approval by the CA, the County shall pay the amounts withheld, provided that the County's maximum obligation for the Work Order is not exceeded. Approval or rejection of reports and other deliverable items identified in the Work Order shall not be unreasonably withheld and shall not exceed four weeks from the date of their receipt by the County.

1.6 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.6.1 Contractor's Contract Representative

The Contractor's Contract Representative is designated in Form P-14 - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Representative.

The Contractor's Contract Representative shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Administrator on a regular basis.

1.6.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Contract Representative.

1.6.3 Background and Security Investigations

Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

Disqualification of any member of Contractor's staff pursuant to this Paragraph 1.6.3 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

1.6.4 Confidentiality

Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 1.6.4, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 1.6.4 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR
URBAN PLANNING AND DESIGN SERVICES**

PART TWO – STANDARD CONTRACT TERMS AND CONDITIONS

2.0 STANDARD CONTRACT TERMS AND CONDITIONS

2.1 AMENDMENTS

- 2.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Director of the Department.
- 2.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department.
- 2.1.3 The Director of the Department or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 1.3, Contract Term. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department.

2.2 ASSIGNMENT AND DELEGATION

- 2.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the

Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

2.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

2.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

2.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

2.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to

the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

2.5 COMPLIANCE WITH APPLICABLE LAW

2.5.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

2.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 2.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own

counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

2.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Form P-6 - Contractor's EEO Certification*.

2.7 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

2.7.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit 4* and incorporated by reference into and made a part of this Contract.

2.7.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with

the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service

Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

2.8 CONFLICT OF INTEREST

2.8.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

2.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

2.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

2.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

2.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

2.11.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

2.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County

contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

2.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

2.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or

terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

2.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

2.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

2.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC

Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

2.14 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

2.15 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

2.15.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2.15.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

2.16 EMPLOYMENT ELIGIBILITY VERIFICATION

2.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the

citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

2.16.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

2.17 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 1.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

2.18 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

2.19 FORCE MAJEURE

2.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

2.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

2.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

2.20 GOVERNING LAW, JURISDICTION AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

2.21 INDEPENDENT CONTRACTOR STATUS

2.21.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

2.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

2.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

2.22 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

2.23 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been

met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 2.23 and 2.24 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

2.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s),

shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Beaches and Harbors, Contracts Section
13837 Fiji Way, Marina Del Rey, CA 90292
Attention: Nicolette Taylor, Contracts Analyst

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

2.23.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

2.23.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

2.23.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

2.23.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

2.23.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

2.23.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

2.23.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall

be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

2.23.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2.23.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

2.23.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

2.23.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

2.23.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required

Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

2.23.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

2.24 INSURANCE COVERAGE

2.24.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

2.24.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

2.24.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be

arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

▪ **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

2.25 LIQUIDATED DAMAGES

2.25.1 If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

2.25.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per

day per infraction, or as specified in the *Performance Requirements Summary (PRS Chart*, as defined in *Attachment C, Technical Exhibit*, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

2.25.3 The action noted in sub-paragraph 2.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

2.25.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 2.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

2.26 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

2.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

2.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or

political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2.27.2 The Contractor shall certify to, and comply with, the provisions of Form 6 – Contractor’s EEO Certification.

2.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

2.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

2.27.6 The Contractor shall allow County representatives access to the Contractor’s employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 2.27 when so requested by the County.

2.27.7 If the County finds that any provisions of this sub-paragraph 2.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the

anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

2.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

2.28 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

2.29 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

2.30 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Administrator is not able to resolve the dispute, the Director or his/her designee shall resolve it.

2.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No.1015.

2.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit 6* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

2.33 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Form P-14*. Notices addressed to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

2.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an

employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

2.35 PUBLIC RECORDS ACT

2.35.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 2.37 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 *et seq.* (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

2.36 PUBLICITY

2.36.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contractor Administrator. The County shall not unreasonably withhold written consent.

2.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 2.36 shall apply.

2.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

2.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

2.37.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 2.37 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

2.37.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

2.38 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

2.39 SUBCONTRACTING

2.39.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

2.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

A description of the work to be performed by the Subcontractor;

- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

2.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

2.39.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

2.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

2.39.6 The Department's Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

2.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

2.39.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

**Los Angeles County Department of Beaches and Harbors
Administrative Services Division / Contracts Section
13837 Fiji Way
Marina del Rey, California 90292**

before any Subcontractor employee may perform any work hereunder.

2.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 2.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 2.42 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

2.41 TERMINATION FOR CONVENIENCE

2.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in

such notice, and

- Complete performance of such part of the work as shall not have been terminated by such notice.

2.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 2.37, Record Retention & Inspection/Audit Settlement.

2.42 TERMINATION FOR DEFAULT

2.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Department's Director;

- Contractor has materially breached this Contract; or Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2.42.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 2.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

2.42.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 2.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the

public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 2.42.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

2.42.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 2.42, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 2.42, or that the default was excusable under the provisions of sub-paragraph 2.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 2.41-Termination for convenience.

2.42.5 The rights and remedies of the County provided in this sub-paragraph 2.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

2.43 TERMINATION FOR IMPROPER CONSIDERATION

2.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with

respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

2.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

2.43.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

2.44 TERMINATION FOR INSOLVENCY

2.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

2.44.2 The rights and remedies of the County provided in this sub-paragraph 2.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

2.45 TERMINATION FOR NON-ADHERANCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with

the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

2.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

2.47 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

2.48 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and are in addition to any other rights and remedies provided by law or under this Contract.

2.49 WARRANTY AGAINST CONTINGENT FEES

2.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or

contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

- 2.49.2** For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR
URBAN PLANNING AND DESIGN SERVICES**

PART THREE – UNIQUE TERMS AND CONDITIONS

3.0 UNIQUE TERMS AND CONDITIONS

3.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

3.1.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

3.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

3.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

3.1.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

3.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

3.2.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

3.2.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

3.2.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

3.2.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

- 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
- 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chairman of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

By _____

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By _____
Principal Deputy County Counsel



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

GRUEN ASSOCIATES

FOR

**URBAN PLANNING AND DESIGN
CONSULTING SERVICES**

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chairman of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

Gruen Associates

By


Ki Suh Park, Managing Partner

MICHAEL A. ENDMOTO, FAIA,

COUNTY OF LOS ANGELES

By

Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By

Deputy

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By

Principal Deputy County Counsel



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

BOA ARCHITECTURE

FOR

**URBAN PLANNING AND DESIGN
CONSULTING SERVICES**

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chairman of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

BOA Architecture

By


Anthony Wu, Executive Vice-President

COUNTY OF LOS ANGELES

By

Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By

Deputy

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By

Principal Deputy County Counsel



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND


WALLACE ROBERTS AND TODD, INC.

FOR

**URBAN PLANNING AND DESIGN
CONSULTING SERVICES**

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chairman of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

Wallace Roberts and Todd, Inc.

By 
Kathleen Garcia, Principal

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By _____
Principal Deputy County Counsel



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

WAYNE C. SIU, ARCHITECTS

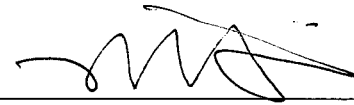
FOR

**URBAN PLANNING AND DESIGN
CONSULTING SERVICES**

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chairman of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

Wayne C. Siu, Architects

By



Wayne C. Siu, Principal

COUNTY OF LOS ANGELES

By

Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By

Deputy

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By

Principal Deputy County Counsel

URBAN PLANNING AND DESIGN CONSULTING SERVICES

LIST OF RECOMMENDED PROPOSERS

PROPOSER		CONTRACT NUMBER
1.	Gruen Associates	
2.	BOA Architecture	
3.	Wayne C. Siu, Architects	
4.	Wallace Roberts and Todd, Inc.	

STATEMENT OF WORK

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
REQUEST FOR PROPOSALS (RFP)
URBAN PLANNING AND DESIGN SERVICES

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK
FOR URBAN PLANNING AND DESIGN CONSULTING SERVICES**

1.0 GENERAL REQUIREMENTS

1.1 Scope of Work

Selected Proposers shall be capable of furnishing all professional, technical or expert services as may be necessary to research, analyze, program, diagram, draw, sketch, illustrate, write, explain and present as necessary or required to complete assignments.

1.2 Contractor's Work Plan

Subject to all other terms and conditions of this Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Proposal.

1.3 Personal Services of Designated Persons Required

This Contract provides that the individuals identified in the Contractor's proposal must personally perform or lead the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in the proposal, the Contractor shall request the Contract Administrator's approval, which shall not be unreasonably withheld.

1.4 Contractor to Prepare Monthly Reports

The Contractor shall report to the Contract Administrator on a monthly basis in writing, describing the services rendered and matters delivered during the period, the charges for the services rendered, the balance of funds remaining under the Work Order and the Contract, and any facts which may jeopardize the completion of the project or any intermediate deadlines.

1.5 Contractor to Prepare Final Project Report

When required by the Work Order, the Contractor shall prepare a final written report upon completion of the assigned work summarizing the Contractor's findings, recommendations, plans, and designs in accordance with the Contract Administrator's instructions.

1.6 Contractor to Maintain CAD Files

The Contractor shall maintain any computer-assisted drafting (CAD) files and other drafting documents prepared for the Department and shall deliver copies of the files and documents to the Department upon the Contract Administrator's request.

1.7 Reimbursable Expenses

Except as specified in this Section, the Contractor shall at its own expense provide all labor, equipment, materials, supplies, postage, licenses, registration, data systems, transportation, telephone expenses, cellular phone expenses, facsimile transmission, photocopying services, and other items required for performance of the Contract. The County shall reimburse the actual cost to the Contractor of the following items when incurred in performance of the Contract:

- Reproduction of reports and related graphics as requested by County;
- Meetings for which County has requested Contractor's presence;
- Extraordinary expenses authorized by the Director.

2.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 The Department reserves the right to add/delete specific tasks, facilities and/or work hours throughout the term of this Contract.

2.2 All changes must be made in accordance with Attachment A, Sample Contract, sub-paragraph 2.1, Amendments.

3.0 CONTRACTOR'S QUALITY CONTROL PLAN

3.1 The Contractor shall comply with the Contractor's Quality Control Plan (included in Form P-4), which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Director or his designee.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Attachment A, Sample Contract, sub-paragraph 2.14, County's Quality Assurance Plan.

4.1 Contract Discrepancy Report (Technical Exhibit 1 of Attachment C)

Verbal notification of a Contract discrepancy will be made to the Contract Representative as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The Contract Administrator will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Contract Administrator within five workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Contract Administrator within ten workdays.

4.2 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows

COUNTY

5.1 County Contract Administrator

- 5.1.1 The Planning Division Chief shall be the Contract Administrator who shall have the authority to act for the County in the administration of the Contract except where action of the Director or another official is expressly required by the Contract.
- 5.1.2 The Contract Administrator will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.
- 5.1.3 The Contractor's work shall be subject to the Contract Administrator's acceptance and approval, which shall not be unreasonably withheld.
- 5.1.4 The Contract Administrator is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

CONTRACTOR

5.2 Contractor's Representative

- 5.2.1 The Contractor shall designate a full-time employee as Contractor's Representative who shall be responsible for Contractor's day-to-day activities related to each Work Order and shall be available to the County Contract Administrator or the County's attorney on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

5.3 Personnel

- 5.3.1 Contractor shall assign a sufficient number of employees to perform the required work.
- 5.3.2 Contractor shall meet deadlines set by Contract Administrator.
- 5.3.3 Reports required by the Contract or any Work Order shall be completed on time.

5.3.4 Contractor's employees shall appear on time for meetings and presentations and conduct themselves professionally.

5.3.5 Hourly services shall be accurately reported.

5.3.6 Calls of County agents, employees, and contractors shall be returned promptly in accordance with Section 5.4.

5.4 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the Department's regular business hours, 7:00 a.m. to 6:00 p.m., Monday through Thursday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. The Contractor shall return calls during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within two hours of receipt of the call.

6.0 SERVICES TO BE PROVIDED

The Contractor's services shall include, but are not limited to the following:

6.1 Furnish all necessary professional and technical graphic design services to prepare preliminary design development drawings, fabrication drawings and final construction. The contents of these drawings and specifications shall be able to meet all required County Building and Safety and other required agency approvals.

6.2 Provide construction management services.

6.3 Prepare bid documents, scheduling and cost estimates.

6.4 Provide professional planning, architectural, engineering, design, and landscape architectural services and consultation as required to support the planning and executive staffs of the Department of Beaches and Harbors.

6.5 Provide graphics that appear clean, well executed and professionally prepared.

- 6.6 Provide professional advice regarding development and redevelopment of Marina del Rey and Los Angeles County-operated beaches.
- 6.7 Provide support for the Department with respect to specific redevelopment projects related to the Marina del Rey Asset Management Strategy.
- 6.8 Assist the Department with review of development proposals, engineering specifications, and architectural plans.
- 6.9 Provide professional support as required for Departmental staff to Beach Commission, Small Craft Harbor Commission, and Small Craft Harbors Design Control Board; support Departmental presentations to these bodies.
- 6.10 Upon reasonable notice appear at such times and places as County may require to provide consulting services.
- 6.11 Perform other duties as required by the Contract Administrator.

7.0 ACCEPTANCE OF WORK

Should an assignment require preparation of a report or other tangible deliverable product, a portion of the payment will be withheld until delivery and acceptance of the item. Terms and conditions of payment are specified in Attachment A, Sample Contract, paragraph 1.5, Invoices and Payments.

8.0 PERFORMANCE STANDARDS

The Contractor shall observe, at a minimum, the standards set forth in this Section 8.0, and acknowledge that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

8.1 The Contractor and its professional staff shall exercise independent judgment and complete each assignment in accordance with the professional standards of ethics and competence which apply to the pertinent profession.

8.2 Employment Conflicts

Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment. All employment by Contractor on behalf of persons or entities that have an

existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

- 8.3** Contractor shall not allow insurance to lapse. Proof of insurance shall comply with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.

9.0 PERFORMANCE EVALUATION

The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contracts terms and performance standards. Contractor's deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective measures taken by the County and Contractor. If

improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

10.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

Contractor: **Name:** Gruen Associates
 Address: 6330 San Vicente Boulevard, Suite 200
 Los Angeles, Ca 90048
 Phone: 32.937.4270 **Fax:** 323.937.6001

To: Santos Kreimann, Acting Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide urban planning and design consulting services on the terms and conditions for the performance of the work that are set forth in the RFP. Such services shall be performed during a three-year term that at the option of the Director the term may be extended for two additional, consecutive, optional Contact Years. The two one-year options shall be exercised separately in succession.

The rate(s) for these services shall be:

Job Title:	Hourly Rate:
(see attached list)	Dollars (\$)
	Dollars (\$)
	Dollars (\$)
	Dollars (\$)

The proposal is subject to the following additional conditions:

Per Section 3.10 of the RFP, Gruen would like to have discussions with the County to refine Sample Contract.

(Conditions which reject limit or modify required terms and Conditions of the Contract may cause rejection)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n) ☐ individual ☐ corporation ☐ partnership or joint venture
☐ limited liability company ☒ Other: Partnership of California Corporations

State of organization: California Principal place of business: Los Angeles, California


Out of state vendor's authorized agent for service of process in California:

Name: Not applicable. Address _____ Phone _____

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed contract:

Name	Title	Phone	Name	Title	Phone
Ki Suh Park, FAIA, FAICP	Managing Partner	323.937.4270	Larry Schlossberg, AIA	Partner	323.937.4270

Dated: February 20, 2009

Proposer's signature: 

Michael A. Enomoto, FAIA	Partner	323.937.4270
Name	Title	Phone

The rate(s) for these services shall be:

Job Title:	Hourly Rate:
Partner/Retired Partner	\$ 230 - \$ 280
Associate Partner	\$ 180
Principal Associate	\$ 150
Senior Staff	\$ 115 - \$ 150
Intermediate Staff	\$ 70 - \$ 115
Assistant Staff	\$ 55 - \$ 85
Junior Staff	\$ 45 - \$ 75

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.3 - Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

Check the appropriate boxes:

- ☒ Yes ☐ No Proposer has 5 years experience performing urban planning and design consulting services for governmental agencies or private organizations.
- ☒ Yes ☐ No Proposer has/or has staff member possessing valid license with the California Architects Board

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name:

Gruen Associates

Address:

6330 San Vicente Blvd., Suite 200

Los Angeles, CA 90048

E-mail address: enomoto@gruenassociates.com Telephone number: 323.937.4270

Fax number: 323.937.6001

On behalf of Gruen Associates (Proposer's name), I Michael A. Enomoto, FAIA (Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.


Signature

Partner

Title

February 20, 2009

Date

95-3444276

Internal Revenue Service

Employer Identification Number

239306-78

California Business License Number

50039101

County WebVen Number

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Page 1 of 2

Please complete, date and sign this form. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

<u>Not applicable.</u>	<u>State</u>	<u>Year Inc.</u>
Name		

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner: Gruen Associates is a Partnership of Corporations.

Ki Suh Park, FAIA, FAICP, Design and Managing Partner

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
------	------------------------	-----------------

Not applicable.		

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? No If yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
------	---------------------

Not applicable.

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Not applicable.

WORK PLAN

1. STAFFING PLAN: Provide the requested information about principals, project manager, contractor's representative, key employees and subcontractors. Attach all resumes.

Name	Relationship to Proposer	Classification / Job Title	Responsibilities
Ki Suh Park, FAIA, FAICP	Majority Owner	Partner / Partner-in-Charge	Executing Work Orders and Team Staff Assignments, Establishing Performance Quality Control. Comprehensive Design Consultation and Design Review, Public Participation.
Elaine V. Carbrey, AIA, AICP	Employee	Associate Partner / Head of Planning	Contract Representative; Management of the Gruen's Team; Urban Planning and Urban Design, Master Planning, Public Participation, Design.
Kurt Franzen, AIA	Employee	Retired Partner / Architect	Architectural Design and Construction Documents
Michael A. Enomoto, FAIA	Owner	Partner / Architectural QA/QC	Architecture, Construction Documents
Larry Schlossberg, AIA	Owner	Partner / Design Architect	Architectural Design
Teresa Sanchez, AIA	Employee	Principal Associate / Director of Construction Administration	Construction Administration
Maria Rosario, AIA	Employee	Senior Staff / Senior Urban Designer, Planner	Urban Planning and Design, Master Planning, Public Participation
Steve Smith, ASLA	Employee	Senior Staff / Director of Landscape Architecture	Landscape Architecture, Streetscape, Master Planning
Meghna Khanna	Employee	Intermediate Staff / Urban Planner	Planning and Urban Design
Sukriti Agarwal	Employee	Intermediate Staff / Urban Planner	Planning Urban Design
Dean Howell	Employee	Intermediate Staff / Landscape Designer	Landscape Architecture
Steve Edwards	Employee	Intermediate Staff / Urban Planner, Landscape Designer	Landscape Architecture
Matthew Parrent	Employee	Intermediate Staff / Graphic Designer, Urban Planner	Planning and Urban Design, Graphics
Robin Perkins	Subconsultant firm	Partner / Graphic Design Consultant	Wayfinding, identity and commercial signage.
Virgil C. Aoanan, PE, SE	Subconsultant firm	Lead Civil Engineer / Civil Engineer Consultant	Civil Engineering
Viggen Davidian, PE	Subconsultant firm	Vice President and Regional Manager / Transportation Consultant	Transportation Planning and Traffic Engineering
Francis Krahe	Subconsultant firm	Principal / Lighting Consultant	Lighting Standards

2. **PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION:** Ki Suh Park, Inc.; Michael A. Enomoto, Inc.; Larry Schlossberg, Inc.; Ashok Vannmali, Inc.; Debra Gerod, Inc.

3. **IDENTIFY PARTNERS/SUBCONTRACTORS:**

Principal	Firm Name	Relationship To Proposer	Specialty	Address	Phone
Robin Perkins	Selbert Perkins Design Collaborative	Subconsultant	Graphic Designers	432 Culver Boulevard Playa Del Rey, Ca 90293	310.822.5223
Virgil C. Aoanan, PE, SE	VCA Engineering	Subconsultant	Civil Engineering	3951 Medford Street Los Angeles, Ca 90063	323.729.6098
Viggen Davidian	Iteris, Inc.	Subconsultant	Transportation/ Traffic	707 Wilshire Blvd. Suite 4810 Los Angeles, CA 90017	213.488.0345
Francis Krahe	Francis Krahe & Associates, Inc.	Subconsultant	Lighting	304 S. Broadway, Suite 500 Los Angeles, CA 90013	213.617.0477

4. **LICENSES:** List staff who hold licenses or registration required by California state law or relevant to performance of the work:

NAME	LICENSE	LICENSE NUMBER
Ki Suh Park, FAIA, FAICP	Architect	C4549
Elaine V. Carbrey, AIA, AICP	Architect	C8779
Kurt Franzen, AIA	Architect	C8426
Michael A. Enomoto, FAIA	Architect	C8379
Larry Schlossberg, AIA, LEED AP	Architect	C17410
Debra Gerod, AIA, LEED AP	Architect	C23665
Teresa Sanchez, AIA	Architect	C27333
Maria Rosario, AIA, LEED AP	Architect	C25167
Steve Smith, ASLA	Landscape Architect	C4478

5. STATEMENT OF APPROACH TO THE SCOPE OF WORK:

Please attach a complete description of the approach your firm will take with respect to the Scope of Work identified in the RFP. Address the following items:

- a. How the Proposer will perform the Contract work. A narrative discussion of the Proposer's approach to various consultant assignments and County requirements;
- b. Proposer's ability and resources to provide services described in Attachment B, Statement of Work, Section 6.0;
- c. How the experience of Proposer's staff is specifically related to the services described in Attachment B, Statement of Work, Section 6.0;
- d. What level of staff the Proposer would assign to provide the various kinds of services listed in Attachment B, Statement of Work, Section 6.0;
- e. Proposer's ability to support the Department before the Board of Supervisors Small Craft Harbor Commission, Design Control Board, Beach Commissions, California Coastal Commission, and other bodies;
- f. Proposer's design approach and philosophy, including:
 1. Benefits of approach to be taken
 2. Value to be provided to the Department
 3. Ability to produce high quality graphics for the Department
- g. Proposer's quality control plan describing the Proposer's procedures for ensuring compliance with the Contract terms and conditions and identifying and preventing unsatisfactory performance of the Contract work, including:
 1. A plan for reviewing the work of Proposer and Proposer's employees and ensuring its accuracy and compliance with professionals standards;
 2. A plan for ensuring that interim deadlines, if any, and delivery dates are met; and
 3. The methods for identifying and preventing unsatisfactory performance of the Contract work;
- h. Resumes of the firm principal(s), proposed Contractor's Representative (as that position is defined in Attachment B, Statement of Work, Section 5.2) and other key individuals on Proposer's staff, stating their professional training and specific related experience in the last five years.

6. ADDITIONAL INFORMATION (Attach pages if necessary):

Signature: _____

Date: February 20, 2009

Title: Partner

QUALITY CONTROL PLAN

1. *Who will review documents prepared by your office?*

Elaine Carbrey as the designated Contractor's Representative and one of our Gruen Associates' Partners or senior level staff will inspect the contract work as often as necessary to produce the highest possible quality of service for each work order for on-time and on-budget delivery. In addition, each work order has its designated principal leader who will direct, inspect, refine, and complete the work order assignment.

2. *What steps will you take to correct deficiencies reported by the Department or discovered by your review?*

The leader for each work order will be responsible for correcting any deficiencies reported by the Department or discovered internally, under the overall supervision of Ki Suh Park and Elaine Carbrey.

3. *If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?*

The Gruen team is committed to an immediate response. In this regard, please check our references.

4. *If you have a written quality control plan, inspection plan or written procedures for your staff, please attach them.*

See also Section 4, Form P-3, page 21, Item 5g of this proposal for construction related work orders (i.e., planning projects). Gruen Associates' Quality Assurance Manual follows.

BUSINESS AND FINANCIAL SUMMARY

Provide a summary of relevant background information demonstrating the capacity and experience to perform the required Contract work, including such information as:

- a. Identifying previous assignments which are similar in scope and purpose to the urban planning and services that will be required under the Contract. Please attach a summary description of experience your firm has had in the formulation of design packages and in the provision of consulting services for major marina. Provide examples of appropriate experience in any relevant past or ongoing projects. Discuss familiarity with local Marina del Rey building codes, zoning, and environmental laws. Describe each project, including the name of the owner, current phone number, and role on the project. Projects of interest to the Department include:
 - Architectural enhancement and design of visual treatments for marina facilities and resort, recreational or entertainment centers,
 - Landscape design for marina facilities and resort, recreational or entertainment centers;
 - Lighting systems design for marina facilities and resort, recreational or entertainment centers;
 - Directional and informational signage design for marina facilities and resort, recreational, or entertainment centers, especially roadways and pedestrian circulation routes, wayfinding systems and dynamic electronic media;
 - Environmental design concepts marina facilities and resort, recreational or entertainment centers, especially roadways, pedestrian routes, wayfinding systems, and oceanfront or coastal projects; and
 - Implementing public art concepts and developments for marina facilities and resort, recreational or entertainment centers.
- b. Summarizing the Proposer's academic background, professional training, affiliations, designations and work history.
- c. Providing the number of the Proposers or Proposer's staff member's license issued by the California Architects Board.
- d. Providing a description of size and organizational structure.

- a. *Identifying previous assignments which are similar in scope and purpose to the urban planning and services that will be required under the Contract. Please attach a summary description of experience your firm has had in the formulation of design packages and in the provision of consulting services for major marina. Provide examples of appropriate experience in any relevant past or ongoing projects. Discuss familiarity with local Marina del Rey building codes, zoning, and environmental laws. Describe each project, including the name of the owner, current phone number, and role on the project. Projects of interest to the Department include:*
- *Architectural enhancement and design of visual treatments for marina facilities and resort, recreational or entertainment centers,*
 - *Landscape design for marina facilities and resort, recreational or entertainment centers;*
 - *Lighting systems design for marina facilities and resort, recreational or entertainment centers;*
 - *Directional and informational signage design for marina facilities and resort, recreational, or entertainment centers, especially roadways and pedestrian circulation routes, wayfinding systems and dynamic electronic media;*
 - *Environmental design concepts marina facilities and resort, recreational or entertainment centers, especially roadways, pedestrian routes, wayfinding systems, and oceanfront or coastal projects; and*
 - *Implementing public art concepts and developments for marina facilities and resort, recreational or entertainment centers.*

As mentioned in our cover letter in Section 1 and in Section 4, Item 5b, Gruen Associates and its team have performed on many project all services listed in the Scope of Services.

Gruen Associates was the original master planner for Marina del Rey, prepared the Asset Management Strategy, and has provided a wide range of services to the County since 1959. Among others, these services include the architectural design and enhancement of visual treatments and landscape design for the Marina and for County beach projects ranging from the MarinaWalk Design Guidelines to Architecture and Landscape Architecture Improvements to Mother's Beach, White Points Beach, Zuma Beach, Dockweiler Beach, and Will Rogers Beach.

Architecture and planning services in the last five years for Marina del Rey has primarily included review and evaluation of leaseholds rather than the design of specific public areas of the marina. In the last five years, Gruen has provided planning, architecture and landscape architecture services on major County projects such as the Hollywood Bowl and East Los Angeles Civic Center, Dockweiler and Will Rogers State Beaches and numerous major architecture and urban design projects for Metro and other public agencies. Gruen Associates and its team have the experience, capacity, excellent design abilities, and requests the opportunity to provide our full range of planning, architecture design, landscape architecture, lighting design, signage design, mobility, and public art services on design projects that redevelop the public areas of the Marina and the beaches.

The expanded experience and qualifications responding to this request by the Department of Beaches and Harbors, including selected pictorial representations and the listings of relevant projects of Gruen Associates and its subconsultant firms are attached for your review in this section.

- b. *Summarizing the Proposer's academic background, professional training, affiliations, designations and work history.*

Gruen Associates' staff and subconsultant firms' resumes are located in Section 4, Form P-3: Work Plan.

- c. *Providing the number of the Proposers or Proposer's staff member's license issued by the California Architects Board.*

Gruen Associates' team and subconsultant firms' licensed by the California Architects Board are indicated on Form P-3. Eight (8) staff members licensed by the California Architects Board are proposed to meet the needs of the Department. In addition, Gruen has four (4) additional registered architects.

d. Providing a description of size and organizational structure.

Gruen Associates has over 60 staff members. Gruen's organizational structure includes: Partners, Associate Partners, Principal Associates, Department Heads, Associates and other team members.

The Partners. The world-wide activities of Gruen with its professional staff is directed by five partners: Ki Suh Park, FAIA, FAICP; Michael A Enomoto, FAIA; Larry Schlossberg, AIA; Debra Gerod, AIA; and Ashok Vanmali, AIA. This partnership team represents the second, third and fourth generations of Partners, continually renewing itself with the acceptance of new Partners, often from the ranks of the firm, building on past traditions and experience with fresh viewpoints and renewed vigor. Ki Suh Park joined Gruen Associates in 1961, was named Partner in 1972 and Managing Partner in 1981. Michael Enomoto joined the firm in 1973 and was made a partner in 1997. Larry Schlossberg joined the firm in 1987 and was made a Partner in 1997. Debra Gerod joined the firm in 1988 and became a Partner in 2002; Ashok Vanmali joined Gruen Associates in 1984 and became a Partner in 2002. Kurt Franzen, AIA, retired at the end of 2008 and continues to work at Gruen Associates as an employee on special projects. Sharing over 150 years of professional experience with the firm, a common purpose of design and planning excellence and client satisfaction, the Partners have guided the multi-faceted, world-wide activities of the firm toward steady growth and consistent professional recognition.

The Associate Partners, Principal Associates and Department Heads. This is a professional core of key personnel who contribute to the strength and capability of the Gruen Team. Members are often advanced from within the organization in recognition of merit. In light of the firm's policy of maintaining a dynamic, creative and self-renewing leadership, these individuals are progressively entrusted with increased responsibility. They contribute to the identification, loyalty, and dedication that have endowed Gruen with exceptional stability at the professional level. Most importantly of all their professional growth which has caused them to rise from the ranks has been the result of their ability to translate the firm's objectives and guidance from the partners into independent action. It is this professional nucleus that represents the next generation of leadership. Associate Partners and Principal Associates are senior management personnel such as Project Architects, Project Managers, Department Heads and other technical staff members. Project Architects and Project Managers are assigned to each project as direct assistances to the Partner-in-Charge. Department Heads are responsible for the technical performance of the work of each individual department for adherence to technical excellence, project schedules, cost control and for coordination with other departments.

The Associates. During the process of growth of the firm, some of its members have been entrusted with responsibilities and functions of extraordinary scope. Their exceptional and dedicated performance is recognized by the award of an Associateship. Such appointment to Associateship identifies the accomplishments of key members of the firm. In addition to the prestige of the title there are awarded concomitantly, some financial benefits.

The Other Team Members. An interdisciplinary staff of architects, designers, planners, landscape architects, graphic designers, as well as support staff make up the Gruen Team. The support staff provides indispensable business development, administrative, financial, and facilities support services. Their initiative, cooperation and mutual support have been responsible for the many achievements of the firm.

PROPOSER'S EEO CERTIFICATION

Gruen Associates
 Company Name

6330 San Vicente Boulevard, Suite 200, Los Angeles, CA 90048
 Address

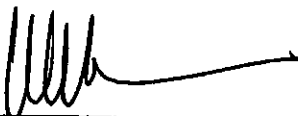
95-3444276
 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION

	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(X)	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(X)	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(X)	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(X)	()



 Signature

February 20, 2009

 Date

Michael A. Enomoto, FAIA, Partner

 Name and Title of Signer (Please Print)

Form P-7

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: Gruen Associates			
Company Address: 6330 San Vicente Blvd., Suite 200			
City: Los Angeles	State: California	Zip Code: 90048	
Telephone Number: 323.937.4270			
Solicitation For _____ Services: Urban Planning and Design Consulting Services			

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

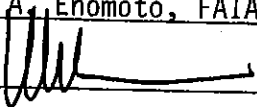
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Michael A. Enomoto, FAIA	Title: Partner
Signature: 	Date: February 20, 2009

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.


Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Gruen Associates

Proposer Name

Partner

Proposer Official Title


Official's Signature

Proposers unable to meet this requirement shall not be considered for contract award.

A. Proposer has a proven record of hiring GAIN/GROW participants.

 YES (subject to verification by County) X NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

 X YES NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

 YES NO X N/A (Program not available)

Proposer Organization: Gruen Associates

Signature: _____

Print Name: Michael A. Enomoto, FAIA

Title: Partner Date: February 20, 2009

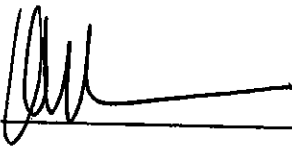
Tel. #: 323.937.4270 Fax #: 323.937.6001

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____



Date: February 20, 2009

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS

A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

Ki Suh Park, FAIA, FAICP323.937.4270Michael A. Enomoto, FAIA323.937.4270Larry Schlossberg, AIA323.937.4270Ashok Vanmali, AIA323.937.4270Debra Gerod, AIA323.937.4270

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

Selbert Perkins Design; Iteris, Inc.; VCA Engineers, Inc.; and Francis Krahe & Associates.

D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Gruen Associates

Name of Firm

Michael A. Enomoto, FAIA

Partner

Print Name of Signer

Title

Signature

February 20, 2009

Date

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Gruen Associates

COUNTY VENDOR NUMBER: 50039101

- ☐ As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.
- ☐ Attached is my Local SBE Certification letter issued by the County

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input checked="" type="checkbox"/> Other (Please Specify) <u>Partnership of Corporations</u>						
Total Number of Employees (including owners): <u>61</u>						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					1	2
Hispanic/Latino				1	4	2
Asian or Pacific Islander	3				13	15
American Indian						
Filipino				1	1	
White	2	2	1	1	2	10

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	83+ %	%	%	10+ %
Women	%	%	%	%	%	5+ %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veterans	Expiration Date
Metro	X				4/25/2010

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
Michael A. Enomoto		Partner	2/20/2009


TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME: Gruen Associates		
COMPANY ADDRESS: 6330 San Vicente Blvd., Suite 200		
CITY: Los Angeles	STATE: California	ZIP CODE: 90048

I hereby certify that I meet all the requirements for this program: Not applicable.

- ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (attach IRS Determination Letter);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: Michael A. Enomoto, FAIA	TITLE: Partner
SIGNATURE: 	DATE: February 20, 2009

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** Gruen Associates**CONTRACT NO.:** _____**CONTRACTOR'S CONTRACT REPRESENTATIVE:**

Name: Elaine V. Carbrey, AIA, AICP
Title: Associate Partner
Address: 6330 San Vicente Boulevard, Suite 200
Los Angeles, CA 90048
Telephone: 323.937.4270
Facsimile: 323.937.6001
E-Mail Address: carbrey@gruenassociates.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Ki Suh Park, FAIA, FAICP
Title: Managing Partner
Address: 6330 San Vicente Boulevard, Suite 200
Los Angeles, CA 90048
Telephone: 323.937.4270
Facsimile: 323.937.6001
E-Mail Address: parkks@gruenassociates.com

Name: Michael A. Enomoto, FAIA
Title: Partner
Address: 6330 San Vicente Boulevard, Suite 200
Los Angeles, CA 90048
Telephone: 323.937.4270
Facsimile: 323.937.6001
E-Mail Address: enomoto@gruenassociates.com

Notices to Contractor shall be sent to the following:

Name: Elaine V. Carbrey, AIA, FAICP
Title: Associate Partner
Address: 6330 San Vicente Boulevard, Suite 200
Los Angeles, CA 90048
Telephone: 323.937.4270
Facsimile: 323.937.6001
E-Mail Address: carbrey@gruenassociates.com

URBAN PLANNING AND DESIGN CONSULTING SERVICES OFFER TO PERFORM / PRICE PROPOSAL

Contractor: Name: BLACK O'DONN & ASSOCIATES, INC. DBA BOA ARCHITECTURE
 Address: 279 W. 7TH ST.
SAN PEDRO, CA 90731
 Phone: 310) 832-2681 Fax: 310) 831-4656

To: Santos Kreimann, Acting Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide urban planning and design consulting services on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term that at the option of the Director the term may be extended for two additional, consecutive, optional Contract Years. The two one-year options shall be exercised separately in succession.

The rate(s) for these services shall be:

Job Title:	Hourly Rate:
<u>PRINCIPAL</u>	<u>ONE HUNDRED FIFTY</u> Dollars (\$ <u>150.00</u>)
<u>PROJECT MANAGER</u>	<u>ONE HUNDRED TWENTY FIVE</u> Dollars (\$ <u>125.00</u>)
<u>PROJECT DESIGNER</u>	<u>ONE HUNDRED TWENTY THREE</u> Dollars (\$ <u>123.00</u>)
<u>CADD/DRAFTER</u>	<u>EIGHTY ONE</u> Dollars (\$ <u>81.00</u>)

The proposal is subject to the following additional conditions:

MILEAGE REIMBURSABLES : \$.53 / mile (53 cent / mile)

(Conditions which reject limit or modify required terms and Conditions of the Contract may cause rejection)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

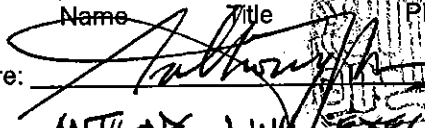
Proposer is a(n): ☐ individual ☒ corporation ☐ partnership or joint venture
☐ limited liability company ☐ other:

State of organization: CA Principal place of business: SAN PEDRO, CA

Out of state vendor's authorized agent for service of process in California:

Name _____ Address _____ Phone _____

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

ANTHONY J. WU, EXEC. V.P.	310-832-2681	EDWARD L. NG, PRES.	310-832-2681
Name	Title	Name	Title
Dated: <u>2-17-09</u>		Proposer's signature: 	
		ANTHONY J. WU, EXEC. V.P.	
		310-832-2681	
		Name Title Phone	

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Page 1 of 2

Please complete, date and sign this form. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

BLACK O'DONN & ASSOCIATES, INC. CA 1978
Name State Year Inc.

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
<u>BOA ARCHITECTURE / GOVERNMENT SERVICES</u>	<u>LOS ANGELES</u>	<u>2000</u>
<u>BDA PACIFIC CONSTRUCTION SERVICES</u>	<u>LOS ANGELES</u>	<u>2006</u>

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? NO If yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

N/A

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.3 - Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

Check the appropriate boxes:

- ☒ Yes ☐ No Proposer has 5 years experience performing urban planning and design consulting services for governmental agencies or private organizations.
- ☒ Yes ☐ No Proposer has/or has staff member possessing valid license with the California Architects Board

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name:

BOA ARCHITECTURE / GOVERNMENT SERVICES

Address:

279 W. 7TH ST.

SAN PEDRO, CA 90731

E-mail address: ANTHONY.WU@BOAARCHITECTURE.COM Telephone number: 310) 832-2681

Fax number: 310) 831-4656

On behalf of BOA ARCHITECTURE (Proposer's name), I ANTHONY J. WU
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Title

Date

95-2632309
Internal Revenue Service
Employer Identification Number

California Business License Number

County WebVen Number

EXEC. V.P.

2-17-09

10013801

WORK PLAN

1. STAFFING PLAN: Provide the requested information about principals, project manager, contractor's representative, key employees and subcontractors. Attach all resumes.

Name	Relationship to Proposer	Classification / Job Title	Responsibilities
ANTHONY WU	PRINCIPAL	ARCHITECT	MAIN CONTACT
EDWARD LOK NG	PRINCIPAL	ARCHITECT	
GLENN DEB	PRINCIPAL	ARCHITECT	
STEPHEN NIAL COLLINS	EMPLOYEE	ARCHITECT	
ARAMMARGU KIM	EMPLOYEE	PROJECT MANAGER	
SUN JUNG	EMPLOYEE	PROJECT MANAGER	

2. PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION: ANTHONY J. WU, EDWARD LOK NG, GLENN DEB

3. IDENTIFY PARTNERS/SUBCONTRACTORS:

Principal	Firm name	Relationship to Proposer	Specialty	Address	Phone
GRAHAM STANLEY	GRAHAM STANLEY & ASSOC.	SUB CONTRACTOR	LANDSCAPE ARCHITECT	3601 SERPENTINE DR., LOS ALAMITOS, CA 90720	562-430-6054
GREG R. SHAM	PBS ENGINEERS, INC.	SUB CONTRACTOR	PLUMBING, MECHANICAL, ELECTRICAL	2100 E. ROUTE 66 SUITE 101 GLENDALE, CA 91740	626-650-0350
WEN LIN	JOHNSON & NIELSEN ASSOC.	SUB CONTRACTOR	STRUCTURAL	911 S. PRIMAPOSE AVE., SUITE D MONROVIA, CA 91016	626-256-6688
TONY LEE	TIN ENGINEERING	SUB CONTRACTOR	SOILS ENGINEER	17834 BAILEY DR. TORRANCE, CA 90504	310-371-7045
JAMES CRAMSIE	CNC ENGINEERING	SUB CONTRACTOR	CIVIL	8 CORPORATE PARK, SUITE 100 IRVINE, CA 92606	949-863-0500 x 228

4. LICENSES: List staff who hold licenses or registration required by California state law or relevant to performance of the work:

NAME	LICENSE	LICENSE NUMBER
ANTHONY J. WU	ARCHITECT	#C23485
EDWARD LOK NG	ARCHITECT	#C16840
GLENN K. DSA	ARCHITECT	#C26299

5. STATEMENT OF APPROACH TO THE SCOPE OF WORK:

Please attach a complete description of the approach your firm will take with respect to the Scope of Work identified in the RFP. Address the following items:


- How the Proposer will perform the Contract work. A narrative discussion of the Proposer's approach to various consultant assignments and County requirements;
- Proposer's ability and resources to provide services described in Attachment B, Statement of Work, Section 6.0;
- How the experience of Proposer's staff is specifically related to the services described in Attachment B, Statement of Work, Section 6.0;
- What level of staff the Proposer would assign to provide the various kinds of services listed in Attachment B, Statement of Work, Section 6.0;
- Proposer's ability to support the Department before the Board of Supervisors, Small Craft Harbor Commission, Design Control Board, Beach Commission, California Coastal Commission, and other bodies;
- Proposer's design approach and philosophy, including:
 - Benefits of approach to be taken
 - Value to be provided to the Department
 - Ability to produce high quality graphics for the Department

9. Proposer's quality control plan describing the Proposer's procedures for ensuring compliance with the Contract terms and conditions and identifying and preventing unsatisfactory performance of the Contract work, including:

1. A plan for reviewing the work of Proposer and Proposer's employees and ensuring its accuracy and compliance with professional standards;
2. A plan for ensuring that interim deadlines, if any, and delivery dates are met; and
3. The methods for identifying and preventing unsatisfactory performance of the Contract work;

h. Resumes of the firm principal(s), proposed Contractor's Representative (as that position is defined in Attachment B, Statement of Work, Section 5.2) and other key individuals on Proposer's staff, stating their professional training and specific related experience in the last five years

5. ADDITIONAL INFORMATION (Attach pages if necessary):

Signature:  _____
Title: EXEC. V.P. _____

Date: 2-17-09 _____

QUALITY CONTROL PLAN

1. Who will review documents prepared by your office?
THE DOCUMENTS WILL BE REVIEWED BY AN EXPERIENCED, LICENSED ARCHITECT WHO HAS HAD MAJOR EXPERIENCE IN THE DESIGN OF SIMILAR PROJECTS.
2. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?
WE WILL REVIEW THE DEFICIENCIES AND DECIDE THE BEST COURSE OF ACTION. AFTER MAKING THE NECESSARY CHANGES, THE DOCUMENTS WILL BE REVIEWED AGAIN BY AN EXPERIENCED LICENSED ARCHITECT.
3. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?
OUR GOAL IS TO RESPOND TO THE CLIENT'S NEED AS FAST AND EFFICIENTLY AS POSSIBLE. WE WILL DECIDE ON AN END DATE WITH THE CLIENT AND MAKE SURE THE SET DATE HAS BEEN MET.
4. If you have a written quality control plan, inspection plan or written procedures for your staff, please attach them.
SEE ATTACHMENT FOR FORM P-3.

BUSINESS AND FINANCIAL SUMMARY

Provide a summary of relevant background information demonstrating the capacity and experience to perform the required Contract work, including such information as:

- a. Identifying previous assignments which are similar in scope and purpose to the urban planning and services that will be required under the Contract. Please attach a summary description of experience your firm has had in the formulation of design packages and in the provision of consulting services for major marinas. Provide examples of appropriate experience in any relevant past or on-going projects. Discuss familiarity with local Marina del Rey building codes, zoning, and environmental laws. Describe each project, including the name of the owner, current phone number, and role on the project. Projects of interest to the Department include:
 - Architectural enhancement and design of visual treatments for marina facilities and resort, recreational or entertainment centers;
 - Landscape design for marina facilities and resort, recreational entertainment centers;
 - Lighting systems design for marina facilities and resort, recreational or entertainment centers;
 - Directional and informational signage design for marina facilities and resort, recreational, or entertainment centers, especially roadways and pedestrian circulation routes, wayfinding systems and dynamic electronic media;
 - Environmental design concepts marina facilities and resort, recreational or entertainment centers, especially roadways, pedestrian routes, wayfinding systems, and oceanfront or coastal projects; and
 - Implementing public art concepts and developments for marina facilities and resort, recreational or entertainment centers.
- b. Summarizing the Proposer's academic background, professional training, affiliations, designations and work history.
- c. Providing the number of the Proposers or Proposer's staff member's license issued by the California Architects Board.
- d. Providing a description of size and organizational structure.
- g. Providing references as follows:

List all of the governmental agencies and private institutions for which your firm has provided urban planning and design services during the last five years. (At least 5 years' experience in the field must be demonstrated.) Add additional pages if necessary to list all experience with Government Agencies. **FAILURE TO LIST ALL OF YOUR FIRM'S EXPERIENCE WITH GOVERNMENT AGENCIES AND PRIVATE INSTITUTIONS DURING THE LAST FIVE YEARS MAY RESULT IN REJECTION OF YOUR PROPOSAL.**

GOVERNMENT AGENCIES:

Start of Contract	End of Contract	Name of client	Address of client	Project Mgr./ Contact person	Phone number	Description of Services
2002	CURRENT TO 2009	US. POSTAL SERVICE	395 OYSTER PT. BLVD #205 SAN FRANCISCO, CA 94108	AMIT BHATIA	650-615-7207	OPEN END CONTRACT FULL A/E SERVICES
2001	CURRENT	LA. COUNTY ISD	1100 N. EASTERN AVE. LOS ANGELES, CA 90063	TOM ADAMSON	323-267-2403	OPEN END CONTRACT FULL A/E SERVICES
1964	CURRENT	LA. COUNTY FIRE DEPT.	1320 N. EASTERN AVE. LOS ANGELES, CA 90063	FRED SELANDIANA	323-881-6106	OPEN END CONTRACT FULL A/E SERVICES
1994	CURRENT	LA. UNIFIED SCHOOL DISTRICT	3335. BEAUFORT DR LOS ANGELES, CA 90017	HERRICK AU	213-241-4165	OPEN END CONTRACT FULL A/E SERVICES
2004	CURRENT	STATE OF CALIFORNIA	707 3RD ST. #3-305 SACRAMENTO, CA 95835	DON HANSEN	916-376-1668	VARIOUS A/E SERVICES
1989	CURRENT	CITY OF TORRANCE	3031 TORRANCE BLVD. TORRANCE, CA 90503	DANE MEEDEHANN	90-781-7151	OPEN END CONTRACT FULL A/E SERVICES
1990	2008	CITY OF ROSEMead	9938 E. VALLEY BLVD ROSEMead, CA 91770	SANDY BENICA	626-388-6671	OPEN END CONTRACT FULL A/E SERVICES
2003	CURRENT	ARMY & AIR FORCE EXCHANGE SERVICE	3111 S. WALTON WALKER DALLAS, TX 75236	DON HIGGINS	214-312-4335	OPEN END CONTRACT FULL A/E SERVICES
1995	CURRENT	CITY OF LONG BEACH	333 W. OCEAN BLVD. LONG BEACH, CA 90802	UNDAIN NISHANAGA	562-570-6583	OPEN END CONTRACT FULL A/E SERVICES
1977	CURRENT	CITY OF HAW. CHARPENS	21815 PIONEER BLVD. HAW CHARPENS, CA 90716	GEORGE MONTANO	562-420-2641	VARIOUS A/E SERVICES
2005	CURRENT	COUNTY OF RIVERSIDE EDA	1325 SPRUCE ST. #400 RIVERSIDE, CA 92507	INGRID OUTMAN	951-955-9003	VARIOUS A/E SERVICES
2006	2008	CITY OF VISTA	600 EUCALYPTUS AVE. VISTA, CA 92084	MIKHAIL DEKAWA	760-726-1340	ADA SURVEYS
2007	CURRENT	COUNTY OF SAN BERNARDINO	3905 N. ARROWHEAD 3RD FL. SAN BERNARDINO, CA 92415	LEN LEACH	909-387-3239	ADA SURVEYS

PRIVATE INSTITUTIONS:


Start of Contract	End of Contract	Name of client	Address of client	Project Mgr./ Contact person	Phone number	Description of Services
2005	CURRENT	CERRITOS COLLEGE	11110 ALONDA BLVD MORRIS CA 90650	JERRY JONES	562-824-4793	A/E SERVICES
2006	2008	LOYOLA MARYMOUNT UNIVERSITY	14141 DRIVE LOS ANGELES, CA 90045	RICK MADDEN	310-338-7320	A/E SERVICES
2005	CURRENT	UNLU	310 GOLDEN SHORE RD LONG BEACH, CA 90802	JOE CORTEZ	310-830-1130	A/E SERVICES

Add additional pages if necessary to list all experience with private institutions.

- i. Provide a minimum of three credit or financial references; giving names, addresses, and telephone numbers.

Name	Address	Business relationship	Contact person	Phone number
COMERICA BANK	301 E. OCEAN BLVD. LONG BEACH, CA 90802	BUSINESS BANKING	SUE CHOI	562-590-2598
FORD GRAPHICS	608 SONORA AVE. GLENDALE, CA 91201	PRINTERS	VICKIE	818-500-0025
TAKAKI & CO.	83705 CRENSHAW BLVD #200 TORRANCE, CA 90505	ACCOUNTANT	MIKE TAKAKI	310-534-4272

- j. Provide a letter of commitment, binder or certificate of current insurance coverage from an insurance company setting forth coverage meeting the limits and other requirements (Attachment A, Standard Contract Terms and Conditions, Section 2.24).
- k. Attach copies of financial statements (balance sheet and income statements) for the last full fiscal year and any partial year through at least December 31, 2008. Financial statements shall be prepared according to generally accepted accounting principles. Balance sheet shall show assets, liabilities, and net worth. Income statements shall identify operating expenses such as insurance, payroll, employee benefits, and payroll taxes. Reviewed and audited financial statements shall be given greater weight than compiled statements.
- l. Attach additional information, if necessary.

Signature:  _____
Title: EXEC. V.P. _____

Date: 2-17-09

PROPOSER'S EEO CERTIFICATION

BOA ARCHITECTURE / GOVERNMENT SERVICE
 Company Name
279 W. 7TH ST. SAN PEDRO, CA 90731
 Address
95-2632309
 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(X)	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(X)	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(X)	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(X)	()

Signature

Date

2-17-09

ANTHONY WU, EXEC. V.P.
 Name and Title of Signer (Please Print)

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: <u>BOA ARCHITECTURE / GOVERNMENT SERVICES</u>		
Company Address: <u>279 W. 7TH STREET</u>		
City: <u>SAN PEDRO</u>	State: <u>CA</u>	Zip Code: <u>90731</u>
Telephone Number: <u>310-832-2681</u>		
Solicitation For <u>A/E</u> Services: <u>LACO DBH</u>		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>ANTHONY WU</u>	Title: <u>EXEC. V.P.</u>
Signature: <u>[Signature]</u>	Date: <u>2-17-09</u>

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

BOA ARCHITECTURE / GOVERNMENT SERVICES
Proposer Name
EXEC. V.P.
Proposer Official Title
Anthony [Signature]
Official's Signature

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

____ YES (subject to verification by County) X NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

X YES ____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

X YES ____ NO ____ N/A (Program not available)

Proposer Organization:

BPA ARCHITECTURE / GOVERNMENT SERVICES

Signature:

[Signature]

Print Name:

ANTHONY WILSON

Title:

EXEC. V.P.

Date:

2-17-09

Tel. #:

310-832-2681

Fax #:

310-831-4656

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____



Date: _____

2-17-09

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS

A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

ANTHONY J. WU310-832-2681EDWARD L. NG"GLENN K. DEA"

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

NONE

D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

POA ARCHITECTURE / GOVERNMENT SERVICES

Name of Firm

ANTHONY J. WUEXEC. V.P.

Print Name of Signer

Title

Signature

Date

2-17-09

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: BLACK O'DONN & ASSOCIATES, INC.

COUNTY VENDOR NUMBER: SLB-2067

- ☒ As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.
- ☒ Attached is my Local SBE Certification letter issued by the County

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise
☐ Other (Please Specify) _____

Total Number of Employees (including owners): 25

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	0	0	0	0	0	0
Hispanic/Latino	0	0	3	0	1	1
Asian or Pacific Islander	4	0	1	3	3	3
American Indian	0	0	0	0	0	0
Filipino	0	0	0	2	0	0
White	0	0	2	0	0	2

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	0 %	0 %	100 %	0 %	0 %	0 %
Women	0 %	0 %	0 %	0 %	0 %	0 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date
U.S. SBA	X		X		5/10/2013
STATE OF CALIF. DGS			X		9/30/2009

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name <u>ANTHONY J. WU</u>	Authorized Signature 	Title <u>EXEC. V.P.</u>	Date <u>2-17-09</u>
---	---	----------------------------	------------------------

CONTRACTOR'S NAME: BOA ARCHITECTURE / GOVERNMENT SERVICES

CONTRACT NO: _____

CONTRACTOR'S CONTRACT REPRESENTATIVE:

Name: ANTHONY WU
Title: EXEC. V.P.
Address: 279 W. 7TH ST.
SAN PEDRO, CA 90731
Telephone: 310-832-2681
Facsimile: 310-831-4656
E-Mail Address: ANTHONY.WU@BOAARCHITECTURE.COM

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: ANTHONY J. WU
Title: EXEC. V.P.
Address: 279 W. 7TH ST.
SAN PEDRO, CA 90731
Telephone: 310-832-2681
Facsimile: 310-831-4656
E-Mail Address: ANTHONY.WU@BOAARCHITECTURE.COM

Name: EDWARD L. NG
Title: PRESIDENT
Address: 279 W. 7TH ST.
SAN PEDRO, CA 90731
Telephone: 310-832-2681
Facsimile: 310-831-4656
E-Mail Address: LOK.NG@BOAARCHITECTURE.COM

Notices to Contractor shall be sent to the following:

Name: ANTHONY J. WU
Title: EXEC. V.P.
Address: 279 W. 7TH ST.
SAN PEDRO, CA 90731
Telephone: 310-832-2681
Facsimile: 310-831-4656
E-Mail Address: ANTHONY.WU@BOAARCHITECTURE.COM

Name	Title	Phone
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Planning & Design

Philadelphia
Coral Gables
Dallas
Lake Placid
San Diego
San Francisco

Standard Fee Schedule for 2009

<u>Title</u>	<u>Hourly Billing Rates *</u>
Principal	\$175.00 - 250.00
Senior Landscape Architect	\$110.00 - 175.00
Landscape Architect	\$80.00 - 110.00
Junior Landscape Designer	\$60.00 - 80.00
Senior Architect	\$110.00 - 175.00
Architect	\$80.00 - 110.00
Architectural Designer	\$60.00 - 80.00
Senior Planner	\$110.00 - 175.00
Planner	\$80.00 - 110.00
Junior Planner	\$60.00 - 80.00
Senior Urban Designer	\$110.00 - 175.00
Urban Designer	\$80.00 - 100.00
Draftsperson	\$60.00 - 75.00
Administrator	\$60.00 - 75.00
Secretary	\$50.00 - 60.00

*Hourly billing rates include labor, overhead and profit charges.
Rates are subject to increase January 1, 2010.

Reimbursable Expenses:

Employee Car @ \$.55/mile, or current government allowance;

Rental Car, Airline Tickets, and any other transportation charges;

Subsistence;

Reproduction (includes all blueprints, photo copies, photography, etc.);

Miscellaneous (includes postage, overnight mail, telephone, messenger, etc.);

CADD equipment time.

Consultants.

Invoices are due within 30 days from the date of the invoice.

O:\PROMO\Promo Admin\RATES\WRT Rates 2009.doc

Wallace Roberts & Todd, Inc
1133 Columbia Street, Suite 205
San Diego, CA 92101

619.696.9303
www.wrtddesign.com
fax 619.696.7935

Kathleen A. Garcia, FASLA
CA License LA2371

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Page 1 of 2

Please complete, date and sign this form. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

<u>Wallace Roberts & Todd, Inc</u>	<u>DE</u>	<u>1999</u>
Name	State	Year Inc.

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

n/a

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
<u>n/a</u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? ____ If yes,

Name of parent firm: n/a

State of incorporation or registration of parent firm:

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
<u>Wallace Roberts & Todd, LLC</u>	<u>1999</u>
<u></u>	<u></u>

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

n/a

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.3 - Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

Check the appropriate boxes:

☒ Yes ☐ No Proposer has 5 years experience performing urban planning and design consulting services for governmental agencies or private organizations.

☒ Yes ☐ No Proposer has/or has staff member possessing valid license with the California Architects Board

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name:

Wallace Roberts & Todd, Inc

Address:

1133 Columbia Street, Suite 205, San Diego, CA 92101

E-mail address: kgarcia@sd.wrtddesign.com Telephone number: 619-696-9303

Fax number: 619-696-7935

On behalf of Wallace Roberts & Todd, Inc (Proposer's name), I Kathleen A Garcia, Principal (Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.


Signature

Principal

Title

2-20-2009

Date

23-1721013

Internal Revenue Service
Employer Identification Number

C2207783

California Business License Number

11997301

County WebVen Number

WORK PLAN

1. STAFFING PLAN: Provide the requested information about principals, project manager, contractor's representative, key employees and subcontractors. Attach all resumes.

Name	Relationship to Proposer	Classification / Job Title	Responsibilities
Kathleen Garcia	WRT	Principal	Principal in Charge
Laura Burnett	WRT	Principal	Principle Landscape Architect
Ruth Stafford	WRT	Associate	Planning and Landscape Architecture
Steve Hammond	WRT	Principal	Principal Planner
John Ellis	WRT	Principal	Principal Architect and Urban Designer
Matthew Priest	WRT	Associate	Urban Design and Architecture

2. PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION: See P-3 Attachment for list of principal owners.

3. IDENTIFY PARTNERS/SUBCONTRACTORS:

Principal	Firm name	Relationship to Proposer	Specialty	Address	Phone
Teal Brogden	Horton Lees Brogden	Subcontractor	Lighting	8580 Washington Blvd Culver City CA 90232	310-837-0929
Robin Perkins	Selbert	Subcontractor	Signage	432 Culver Blvd Playa del Rey CA 90293	310-822-5223
Matthew Martinez	Mofatt&Nichol	Subcontractor	Engineering	3780 Kilroy Airport Way Suite 750 Long Beach CA 90806	562-590-6500

CENSES: List staff who hold licenses or registration required by California state law or relevant to performance of the work:

NAME	LICENSE	LICENSE NUMBER
See P-3 Attachment for list of WRT license holders.		


STATEMENT OF APPROACH TO THE SCOPE OF WORK: See P-3 Attachment for Statement of Approach

Provide a complete description of the approach your firm will take with respect to the Scope of Work identified in the RFP. Address the following items:

- How the Proposer will perform the Contract work. A narrative discussion of the Proposer's approach to various consultant assignments and county requirements;
- Proposer's ability and resources to provide services described in Attachment B, Statement of Work, Section 6.0;
- How the experience of Proposer's staff is specifically related to the services described in Attachment B, Statement of Work, Section 6.0;
- What level of staff the Proposer would assign to provide the various kinds of services listed in Attachment B, Statement of Work, Section 6.0;
- Proposer's ability to support the Department before the Board of Supervisors, Small Craft Harbor Commission, Design Control Board, Beach Commission, California Coastal Commission, and other bodies;
- Proposer's design approach and philosophy, including:
 - 1. Benefits of approach to be taken
 - 2. Value to be provided to the Department
 - 3. Ability to produce high quality graphics for the Department

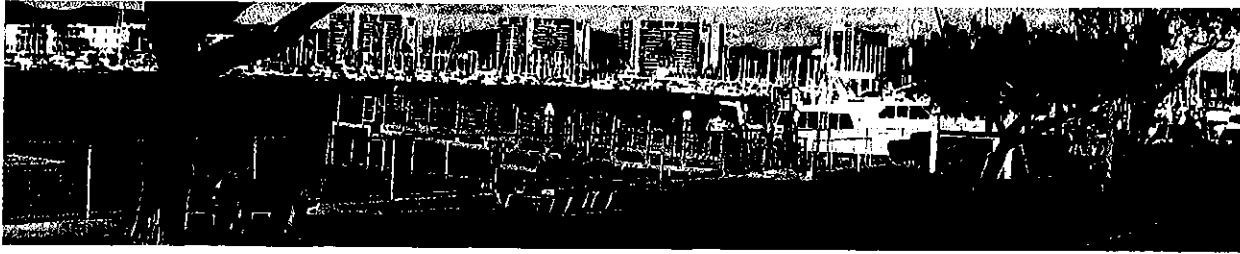
9. Proposer's quality control plan describing the Proposer's procedures for ensuring compliance with the Contract terms and conditions and identifying and preventing unsatisfactory performance of the Contract work, including:
 1. A plan for reviewing the work of Proposer and Proposer's employees and ensuring its accuracy and compliance with professional standards;
 2. A plan for ensuring that interim deadlines, if any, and delivery dates are met; and
 3. The methods for identifying and preventing unsatisfactory performance of the Contract work;
- h. Resumes of the firm principal(s), proposed Contractor's Representative (as that position is defined in Attachment B, Statement of Work, Section 5.2) and other key individuals on Proposer's staff, stating their professional training and specific related experience in the last five years

5. ADDITIONAL INFORMATION (Attach pages if necessary):

Signature: 
Kathleen A. Garcia, FASLA

Date: February 20, 2009

Title: Principal



**Form P-3 Attachments: Principals, License Holders, and
Statement of Approach to Scope of Work**

P-3, Section 2: List of Principals of Wallace Roberts & Todd

Richard Bartholomew, FAIA, AICP, PP, Architect, Urban Designer, Planner

John Beckman, AICP, PP, Urban and Regional Planner

John Benischeck, Controller

Ignacio Bunster, ASLA, Landscape Architect and Urban Designer

Elizabeth Clarke, AICP, Planner

John Fernsler, AIA, Architect, Urban Designer, Planner

Kathleen A. Garcia, FASLA, LEED®AP, Landscape Architect, Urban Designer

Richard Huffman, FAIA, Architect, Urban Designer, Planner

Gerald Marston, FASLA, Landscape Architect

Maarten Pesch, AIA, LEED®AP, Architect

C. Alyn Pruett, AIA, Architect, Urban Designer

Gilbert Rosenthal, FAIA, Architect

Charles B. Tomlinson, Jr., AIA, CSI, CPT, LEED®AP Architect

Daniel Solomon, FAIA, Architect

Antonio Fiol-Silva, AIA, AICP, LEED®A, Architect

Joseph W. Healy, AIA, LEED®AP, Managing Principal, Architect

Stephen Hammond, Planner

James Stickley, ASLA, LEED®AP, Landscape Architect

John Ellis, AIA, RIBA, Architect

Anne Torney, AIA, LEED®AP, Architect

Mami P. Hara, ASLA, AICP, Landscape and Urban Designer

Laura C. Burnett, ASLA, LEED®AP, Landscape Architect

Judith L. Heintz, ASLA, Landscape Architect

Nando Mirale, AIA, AICP, PP, Architect, Urban Designer

P-3, Section 4: Licenses — List of Wallace Roberts & Todd staff who hold licenses required by California

Name	License	License Number
Brothers, Christopher	Landscape Architecture	LA-2650
Burnett, Laura	Landscape Architecture	LA-3514
Ellis, John	Architecture	C-13478
Firm-wide (WRT, Inc.)		C2207783
Garcia, Kathy	Landscape Architecture	LA-2371
Gibbs, John	Landscape Architecture	LA-4417
Harris, Malcolm	Architecture	C-27481
Lee, Yong-Woo	Landscape Architecture	LA-3939
Peng, Julie	Landscape Architecture	LA-4907
Sabo Spencer, Jennifer	Landscape Architecture	LA-4738
Solomon, Daniel	Architecture	C-6367
Son, Ji-In	Landscape Architecture	LA-5020
Stickley, James	Landscape Architecture	LA-4251
Tobias, Jacob	Landscape Architecture	LA-4890
Torney, Anne	Architecture	C-24386

QUALITY CONTROL PLAN

1. Who will review documents prepared by your office?

The designated Project Manager for a Work Order is the primary reviewer. The Principal in Charge also will review completed services before transmitting to a third party or submission to the Department.

2. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?

- a) Identify deficiencies and their sources
- b) Prepare a plan and time line to correct deficiencies
- c) Amend Quality Control Plan to ensure no repeat of deficiencies
- d) Implement plan to correct deficiencies

3. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?

Resolution of Department complaint can be provided within 1-2 weeks or less, depending on nature and complexity of issues. If more time is needed, WRT will work with the Department to develop a satisfactory plan to correct deficiencies.

4. If you have a written quality control plan, inspection plan or written procedures for your staff, please attach them.

Please see attached Quality Control Plan



Form P-5 Attachments: Business and Financial Summary

Business & Financial Summary: Wallace Roberts & Todd

A. Summary of Similar Previous Assignments

WRT offers the Department of Beaches & Harbors a proven record of recent and high quality work in urban design and planning, architecture, and landscape architecture. Our experience in formulating design packages comes from over 40 years of sustained innovation in providing vision (and successful implementation strategies) for new and redeveloped urban landscapes. From David Wallace's plan for Lower Manhattan to Baltimore's Inner Harbor, and more recently the Anacostia River and Georgetown Waterfronts and award-winning improvements at Santa Monica's South Beach and Palisades Park, WRT has provided the urban landscape framework that underlies the look and feel of many cosmopolitan districts. WRT is famous for looking at every project anew, providing unique and lasting standards that relate specifically to the site and the place.

Our work on the urban landscapes of Washington DC, New York City, San Francisco, San Diego, Philadelphia, Miami, St. Louis, Omaha, Los Angeles, and other cities places us among the top firms integrating ecology, urban infrastructure, art, and the highest level of design. Our work has won numerous awards for urban landscapes, including the 2004 ASLA Firm Award. We will work diligently with the Department (within the necessary framework of existing codes and environmental laws) to meet your planning and design needs for Marina del Rey and Los Angeles County beaches, incorporating our desire to bring high quality and lasting value to your projects.

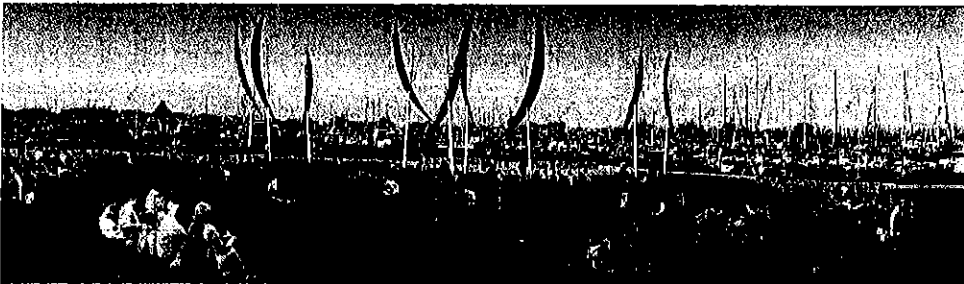
WRT's work on urban waterfront design and planning includes the setting the municipal planning context and crafting detailed site designs. Our waterfront experience includes municipal park and recreation open space planning assignments, work with marinas and waterfront resort development, and a large body of constructed, award-winning design work. In addition, we frequently collaborate with artists to give additional depth and distinction to our projects.

The following pages summarize relevant WRT projects in California. Briefly, they include:

- South Beach and Palisades Park (Phase II; Santa Monica, CA): design and construction documentation of comprehensive landscape, recreation, and infrastructure improvements to three miles of Santa Monica's coastal corridor. This project received a 2002 national honor award from the American Society of Landscape Architects, and has recently been named one of the American Planning Association's "top ten" public spaces in America. Owner/client: Mark Cuneo (310-458-8721).
- Channel Islands Harbor Public Areas Plan (Oxnard, CA): landside plan and design guidelines for landscape, lighting, and signage design, as well as civil engineering

improvements, for this public recreational boating facility. Owner/client: Marilyn Miller (805-382-3005).

- Dana Point Harbor Master Plan (Dana Point, CA): plan to refurbish the Harbor's marina, parks, and commercial facilities. Owner/client: Paul Lawrence (949-923-2286).
- Oceanside Beach Area Improvements Master Plan (Oceanside, CA): assessment of existing public improvements and utilities for the Oceanside Pier and adjacent beach areas, recommended improvements, and conceptual designs for new facilities. Owner/client: Kathy Baker (760-435-3547).
- Vallejo Waterfront Open Space/Downtown Master Plan (Vallejo, CA): plan and design guidelines for public space improvements to revitalize the waterfront and downtown commercial areas. Owner/client: Ann Merideth (925-299-3218).
- Santa Monica Pier Assessment Plan (Santa Monica, CA): updated pier design guidelines and recommended improvements. Owner/client: Mark Cuneo (310-458-8721).
- Mission Bay Park Master Plan Update (San Diego, CA): regional park master plan services addressed park facilities, environmental resource management, tourist provisions, and aquatic recreation management. The process involved substantial community participation. Owner/client: Deborah Sharpe (619-525-8261).
- Lake Merritt Park Master Plan (Oakland, CA): planning and early implementation for redevelopment of Lake Merritt waterfront. Owner/client: Danny Lau (510-238-7211).



Channel Islands Harbor Public Areas Plan & Design Guidelines: Peninsula Park existing conditions and proposed concept
Oxnard, CA

In addition to our work in California highlighted on the following pages, WRT has national and international experience with waterfront, marina, and resort development. Some of these other projects include:

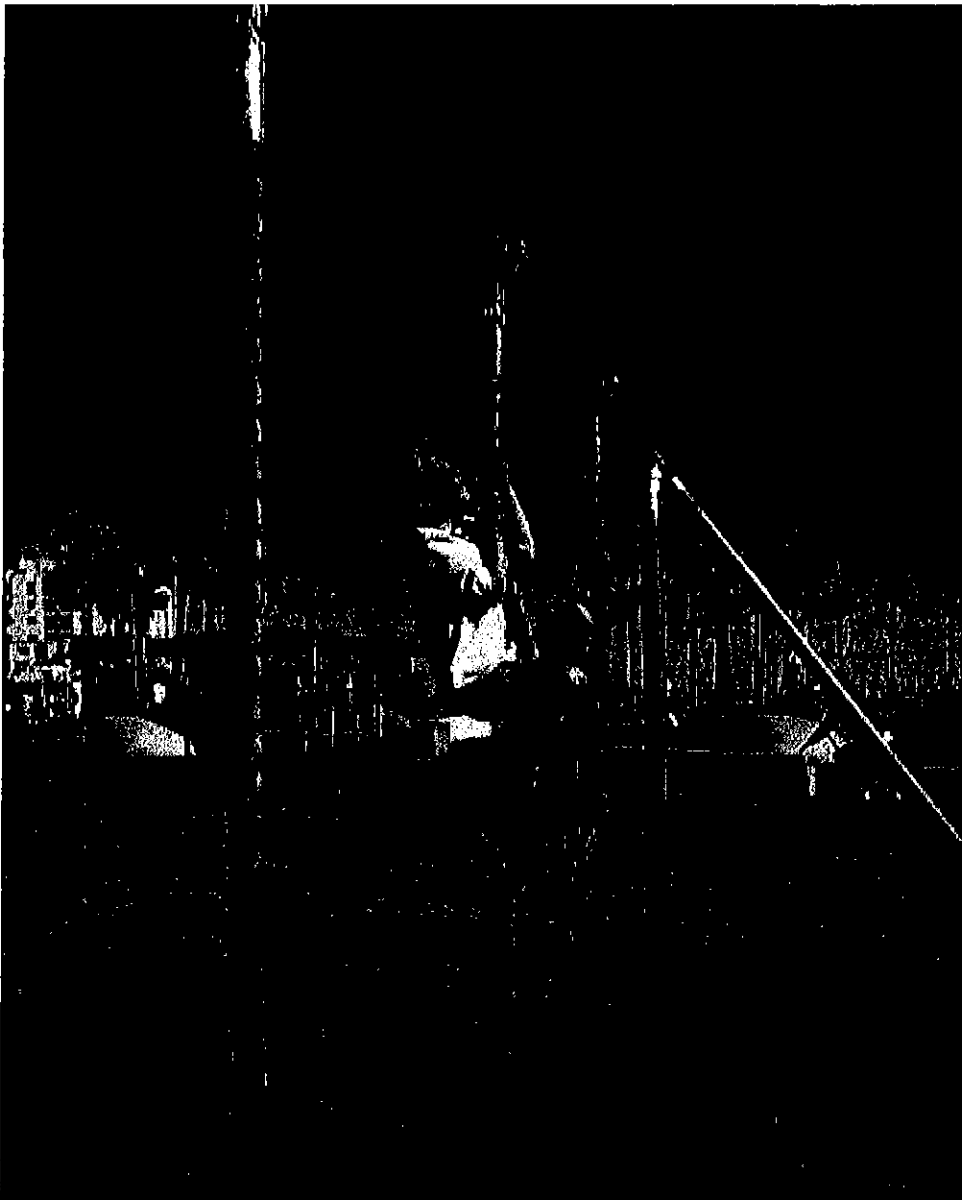
- Inner Harbor (Baltimore, Maryland): Master plan, development strategy and landscape architectural design of over \$60 million in civic improvements to implement the most successful urban mixed-use waterfront redevelopment in the United States.
- Ocean Reef Club (Key Largo, Florida): Master plan for the redevelopment and enhancement of the commercial town center core of south Florida's premier golf and marina resort.
- Bayside Marina (Miami, Florida): Concept plan for reconstruction and re-marketing of the marina anchoring the Rouse Bayside Festival market in downtown Miami.
- Georgetown Waterfront (Washington, D.C.): Master plan and urban design of one of Washington's most exclusive historic waterfront residential, cultural and entertainment districts.
- Key West Waterfront Resort Area (Key West, Florida): Master plan and revitalization strategy for Key West Bight (Marina) area adjacent the core "old town" tourist area of Key West.
- Phuket Harbor Master Plan (Phuket, Thailand): Master plan for the redevelopment of a 1,500-acre reclaimed waterfront (harbor) site with marina and waterfront facilities.
- Onjuku Resort (Onjuku, Japan): Conceptual master plan for a 50-acre environmentally sensitive seaside resort encompassing recreation, retail and conference facilities.
- Amelia Island Plantation (Amelia Island, Florida): Master plan for a landmark 1,600-acre environmentally sensitive barrier island resort community incorporating golf, hotel/conference facilities and residential development in an undisturbed natural setting.
- Cardiff Docks Redevelopment (Wales, United Kingdom): Master plan and urban design for the mixed-use redevelopment of a portion of the Cardiff waterfront.
- Johns Island (Vero Beach, Florida): Landscape designs to enhance the image and character of one of Florida's most exclusive residential resorts.
- Shipyard Plantation (Hilton Head Island, South Carolina): Master plan of an 850-acre destination resort incorporating golf and beachfront amenities.
- Cartagena Waterfront Master Plan (Cartagena, Columbia): Land use plan, development programs and urban design for the redevelopment of the historic waterfront for tourism-oriented entertainment, recreation and cultural activities.
- Fort Lauderdale Arts and Science District (Fort Lauderdale, Florida): Master plan and landscape design for mixed-use arts and cultural district on the Fort Lauderdale Riverwalk including a Performing Arts Center, Discovery Center Science Museum, New World Aquarium and Esplanade Science Park and amphitheater.

B. Summary of Proposer's Background and Training

Please see attachments to Form P-3 for resumes of key personnel.

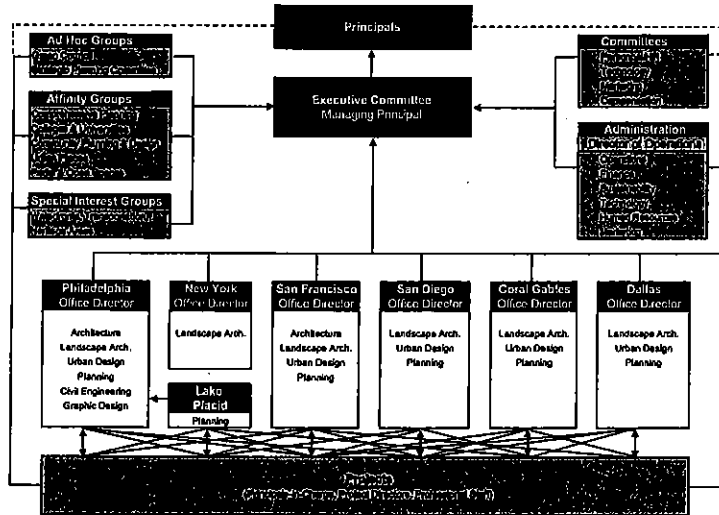
C. Staff License Numbers

Please see attachments to Form P-3 for WRT license numbers.



South Beach Improvements
Santa Monica, CA

D. WRT Size and Organizational Structure



Discipline	Phila.	San Francisco	San Diego	Coral Gables	Lake Placid	New York City	Dallas	Totals
Architect	31	5		1				37
Arch. designer	29	12						41
Inr. designer	1							1
Lscp. architect	13	7	5	2		2	1	30
Lscp. designer	14	4	4	2		6	2	32
Planner	12	3	1	3				19
Urban design	11	3		1				15
Env. planner					2			2
Graphic design	6							6
IT	3							3
CADD mgr	1							1
Admin.	26	4	2	1		1		34
Intern		1						1
Totals	147	39	12	10	2	9	3	222

Please note: following the WRT project summaries, and before WRT's certificate of insurance coverage and financial statements, please find relevant project summaries for our subconsultants:

- Selbert Perkins Design Collaborative: signage and environmental graphics
- Moffatt and Nichol: marine and civil engineering

PROPOSER'S EEO CERTIFICATIONWallace Roberts & Todd, Inc

Company Name

1133 Columbia Street, Suite 205, San Diego, CA 92101

Address

23-1721013

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION**YES****NO**

1. Proposer has written policy statement prohibiting discrimination in all phases of employment.
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.

(X)

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(X)

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(X)

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(X)

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Kathleen A. Garcia
 Signature Kathleen A. Garcia, FASLA

February 20, 2009
 Date

Kathleen A. Garcia, FASLA Principal
 Name and Title of Signer (Please Print)

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: Wallace Roberts & Todd, Inc		
Company Address: 1133 Columbia Street, Suite 205		
City: San Diego	State: California	Zip Code: 92101
Telephone Number: 619-696-9303		
Solicitation For _____ Services: Los Angeles County Urban Planning & Design		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

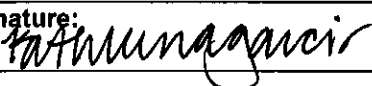
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Kathleen A. Garcia, FASLA	Title: Principal
Signature: 	Date: February 20, 2009

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Kathleen A Garcia, FASLA

Proposer Name

Principal

Proposer Official Title



Official's Signature

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) X _____ NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

X _____ YES _____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

X _____ YES _____ NO _____ N/A (Program not available)

Proposer Organization: Wallace Roberts & Todd, Inc.

Signature: 

Print Name: Kathleen A. Garcia, FASLA


Title: Principal Date: February 20, 2009

Tel. #: 619-696-9303 Fax #: 619-696-7935

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature:  Date: February 20, 2009
Kathleen A. Garcia, FASLA

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS

A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

Kathleen A. Garcia, FASLA619-696-9303 x 103

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

see attached list

D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Wallace Roberts & Todd, Inc.

Name of Firm

Kathleen A. Garcia, FASLAPrincipal

Print Name of Signer

Title



Signature

February 20, 2009

Date

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Wallace Roberts & Todd, Inc

COUNTY VENDOR NUMBER: 11997301

- ☐ As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.
- ☐ Attached is my Local SBE Certification letter issued by the County

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): <u>206</u>						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American				1	1	5
Hispanic/Latino	2		1	1	4	2
Asian or Pacific Islander	1	1	3	3	5	16
American Indian						
Filipino						
White	17	7	33	8	40	55


III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	11.08 %	%	%	%	79.03 %
Women	%	%	0.22 %	%	%	8.96 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name Kathleen A. Garcia	Authorized Signature 	Title Principal	Date February 20, 2009
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TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME: Wallace Roberts & Todd, Inc		
COMPANY ADDRESS: This form is N/A to our firm.		
CITY:	STATE:	ZIP CODE:

I hereby certify that I meet all the requirements for this program:

- ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

CONTRACTOR'S NAME: Wallace Roberts & Todd, Inc.

CONTRACT NO: Los Angeles County Urban Planning and Design

CONTRACTOR'S CONTRACT REPRESENTATIVE:

Name: Kathleen A. Garcia, FASLA
 Title: Principal
 Address: 1133 Columbia Street, Suite 205
San Diego, CA 92101
 Telephone: 619-696-9303
 Facsimile: 619-696-7935
 E-Mail Address: kgarcia@sd.wrtddesign.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: same as above
 Title: _____
 Address: _____

 Telephone: _____
 Facsimile: _____
 E-Mail Address: _____

Name: _____
 Title: _____
 Address: _____

 Telephone: _____
 Facsimile: _____
 E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: same as above
 Title: _____
 Address: _____

 Telephone: _____
 Facsimile: _____
 E-Mail Address: _____

URBAN PLANNING AND DESIGN CONSULTING SERVICES OFFER TO PERFORM / PRICE PROPOSAL

Contractor: Name: Wayne C. Siu, Architects
 Address: 201 North Brea Boulevard, Suite A
Brea, California 92821
 Phone: 714-990-0995 Fax: 714-990-0950

To: Santos Kreimann, Acting Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide urban planning and design consulting services on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term that at the option of the Director the term may be extended for two additional, consecutive, optional Contract Years. The two one-year options shall be exercised separately in succession.

The rate(s) for these services shall be:

Job Title:	Hourly Rate:
<u>Principal</u>	<u>One Hundred Fifty</u> Dollars (\$) <u>150.00</u>
<u>Architect – Project Manager</u>	<u>One Hundred Fifteen</u> Dollars (\$) <u>115.00</u>
<u>CAD Technician</u>	<u>Eighty Five</u> Dollars (\$) <u>85.00</u>
<u>Clerical</u>	<u>Forty Six</u> Dollars (\$) <u>46.00</u>

The proposal is subject to the following additional conditions:

Cost of Living Adjustment (COLA)

(Conditions which reject limit or modify required terms and Conditions of the Contract may cause rejection)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): ☒ individual ☐ corporation ☐ partnership or joint venture
☐ limited liability company ☐ other:

State of organization: California Principal place of business: Brea, California

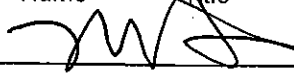
Out of state vendor's authorized agent for service of process in California:

Name: _____ Address: _____ Phone: _____

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

Wayne C. Siu, AIA Principal 714-990-0995 x111

Name	Title	Phone	Name	Title	Phone
------	-------	-------	------	-------	-------

Dated: 22 February 2009 Proposer's signature: 

<u>Wayne C. Siu, AIA</u>	<u>Principal</u>	<u>714-990-0995</u>
Name	Title	Phone

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Page 1 of 2

Please complete, date and sign this form. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Name

State

Year Inc.

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name

County of Registration

Year became DBA

Wayne C. Siu, Architects

Orange

1978

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? No If yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name

Year of Name Change

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

None

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.3 - Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

Check the appropriate boxes:

- ☒ Yes ☐ No Proposer has 5 years experience performing urban planning and design consulting services for governmental agencies or private organizations.
- ☒ Yes ☐ No Proposer has/or has staff member possessing valid license with the California Architects Board

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name:

Wayne C. Siu, Architects

Address:

201 North Brea Boulevard, Suite A

Brea, California 92821

E-mail address: wayne wcsaia@pacbell.net Telephone number: 714-990-0995 x111

Fax number: 714-990-0950

On behalf of Wayne C. Siu, Architects (Proposer's name), I Wayne C. Siu, AIA
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.



Signature

Principal

Title

22 February 2009

Date

95-3445834

Internal Revenue Service
Employer Identification Number

018888

California Business License Number

05688701

County WebVen Number

WORK PLAN

1. STAFFING PLAN: Provide the requested information about principals, project manager, contractor's representative, key employees and subcontractors. Attach all resumes.

Name	Relationship to Proposer	Classification / Job Title	Responsibilities
Wayne C. Siu	Self	Principal / Architect	Point of contact, Architect, Lead Designer
Dennis Kasa	Staff	Senior Project Manager	Designer, Construction Documents, Management, Quality Control Manager
Winsor Saw	Staff	Project Manager	Designer, Construction Documents, Management, Quality Control Manager
Catherine Lamb	Staff	CAD Manager	CAD Manager, Construction Documents, Research

2. PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION: Wayne C. Siu, AIA

3. IDENTIFY PARTNERS/SUBCONTRACTORS:

Principal	Firm name	Relationship to Proposer	Specialty	Address	Phone
Ming Yang Yeh	Ming Yang Yeh Associates	Consultant	Structural	131 West Green St., Pasadena, CA 91105	626-449-9886
Michelle Salazar	Mike Salazar Associates	Consultant	Mechanical	1342 Bell Ave., #3-0 Tustin, CA 92780	714-259-1474
Felix Roth	Silver Roth & Associates	Consultant	Electrical	511 South Fairfax Ave, Los Angeles, CA 90036	323-973-3700
Dale Hinkle	Dale Hinkle, P.E.	Consultant	Geotechnical	15510 Rockfield, #B, Irvine, CA 92618	949-458-0498
Renie Meier-Wong	Comerstone Studio	Consultant	Landscape	106 West Fourth Street, Santa Ana, CA 92701	714-973-2200
Inder Chauhan	Inder Engineering	Consultant	Civil	2651 E. Chapman Ave #101, Fullerton, CA 92831	714-680-9641
Cobus Malan	Lagray Group	Consultant	Cost Estimate	520 South Grand #360, Los Angeles, CA 90071	213-688-1341
Jeanne Sellmeyer	Asset Group, Inc.	Consultant	Hazardous	7372 Prince St Ste 106, Huntington Beach, CA 92647	714-500-3480
Anthony Prevosto	Glenn R. Johnson Scale Models	Consultant	Models/Presentation	321 West Chapman Ave Orange, CA 92866	714-538-9429
Gene Anderson	Ultra Systems	Consultant	Environmental	16431 Scientific Way, Irvine, CA 92618	949-788-4900

4. LICENSES: List staff who hold licenses or registration required by California state law or relevant to performance of the work:

NAME	LICENSE	LICENSE NUMBER
Wayne C. Siu, AIA	Architect	C-10025

5. STATEMENT OF APPROACH TO THE SCOPE OF WORK:

Please attach a complete description of the approach your firm will take with respect to the Scope of Work identified in the RFP. Address the following items:

- a. How the Proposer will perform the Contract work. A narrative discussion of the Proposer's approach to various consultant assignments and County requirements;
- b. Proposer's ability and resources to provide services described in Attachment B, Statement of Work, Section 6.0;
- c. How the experience of Proposer's staff is specifically related to the services described in Attachment B, Statement of Work, Section 6.0;
- d. What level of staff the Proposer would assign to provide the various kinds of services listed in Attachment B, Statement of Work, Section 6.0;
- e. Proposer's ability to support the Department before the Board of Supervisors, Small Craft Harbor Commission, Design Control Board, Beach Commission, California Coastal Commission, and other bodies;
- f. Proposer's design approach and philosophy, including:
 - 1. Benefits of approach to be taken
 - 2. Value to be provided to the Department
 - 3. Ability to produce high quality graphics for the Department

9. Proposer's quality control plan describing the Proposer's procedures for ensuring compliance with the Contract terms and conditions and identifying and preventing unsatisfactory performance of the Contract work, including:

1. A plan for reviewing the work of Proposer and Proposer's employees and ensuring its accuracy and compliance with professional standards;
 2. A plan for ensuring that interim deadlines, if any, and delivery dates are met; and
 3. The methods for identifying and preventing unsatisfactory performance of the Contract work;
- h. Resumes of the firm principal(s), proposed Contractor's Representative (as that position is defined in Attachment B, Statement of Work, Section 5.2) and other key individuals on Proposer's staff, stating their professional training and specific related experience in the last five years

5. ADDITIONAL INFORMATION (Attach pages if necessary):

Signature: _____

Date: 22 February 2009

Title: Principal

QUALITY CONTROL PLAN

1. Who will review documents prepared by your office?

Wayne C. Siu, AIA. Principal, and Dennis Kasa, Senior Project Manager, each with over thirty-five years of architectural and construction experience, will review all documents prepared by our office.

2. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?

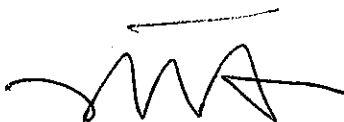
We will make corrections immediately. As a matter of policy, we would also discuss deficiencies with appropriate staff members to prevent such deficiencies to occur again.

3. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?

We will respond immediately!

4. If you have a written quality control plan, inspection plan or written procedures for your staff, please attach them.

We do not have a written quality control plan. We follow the quality control guidelines as set forth by the American Institute of Architects.



Signature

22 February 2009

Date

Principal

Title

BUSINESS AND FINANCIAL SUMMARY

Provide a summary of relevant background information demonstrating the capacity and experience to perform the required Contract work, including such information as:

- a. Identifying previous assignments which are similar in scope and purpose to the urban planning and services that will be required under the Contract. Please attach a summary description of experience your firm has had in the formulation of design packages and in the provision of consulting services for major marinas. Provide examples of appropriate experience in any relevant past or on-going projects. Discuss familiarity with local Marina del Rey building codes, zoning, and environmental laws. Describe each project, including the name of the owner, current phone number, and role on the project. Projects of interest to the Department include:
 - Architectural enhancement and design of visual treatments for marina facilities and resort, recreational or entertainment centers;
 - Landscape design for marina facilities and resort, recreational entertainment centers;
 - Lighting systems design for marina facilities and resort, recreational or entertainment centers;
 - Directional and informational signage design for marina facilities and resort, recreational, or entertainment centers, especially roadways and pedestrian circulation routes, wayfinding systems and dynamic electronic media;
 - Environmental design concepts marina facilities and resort, recreational or entertainment centers, especially roadways, pedestrian routes, wayfinding systems, and oceanfront or coastal projects; and
 - Implementing public art concepts and developments for marina facilities and resort, recreational or entertainment centers.
- b. Summarizing the Proposer's academic background, professional training, affiliations, designations and work history.
- c. Providing the number of the Proposers or Proposer's staff member's license issued by the California Architects Board.
- d. Providing a description of size and organizational structure.
- g. Providing references as follows:

List all of the governmental agencies and private institutions for which your firm has provided urban planning and design services during the last five years. (At least 5 years' experience in the field must be demonstrated.) Add additional pages if necessary to list all experience with Government Agencies. **FAILURE TO LIST ALL OF YOUR FIRM'S EXPERIENCE WITH GOVERNMENT AGENCIES AND PRIVATE INSTITUTIONS DURING THE LAST FIVE YEARS MAY RESULT IN REJECTION OF YOUR PROPOSAL.**

GOVERNMENT AGENCIES:

Start of Contract	End of Contract	Name of client	Address of client	Project Mgr./ Contact person	Phone number	Description of Services
03/17/2006	02/28/2010	LAUSD	333 S. Beaudry Avenue Los Angeles, CA 90017	Gregory Garcia	213-241-6389	Task Order for Various A/E Services
09/2006	08/2008	OC Public Works	1152 E. Fruit Street Santa Ana, CA 92701	Ed Robb	714-567-6566	As-Needed A/E Services
02/06/2007	02/06/2010	LADPW A/E	900 S. Fremont Alhambra, CA 91803	John Fallon	626-458-2575	As-Needed A/E Services
04/01/2008	03/03/2009	LAC ISD	1100 N. Eastern Avenue Los Angeles, CA 90063	Karen Lee	323-267-2483	A/E Services
12/01/2003	11/30/2006	LAC Parks/Recs	433 S. Vermont Avenue Los Angeles, CA 90020	Susan Pearson	213-738-4750	As-Needed A/E Services
04/01/2003	03/31/2008	LAC ISD	1100 N. Eastern Avenue Los Angeles, CA 90063	Karen Lee	323-267-2483	A/E Services
02/06/2003	02/06/2007	LADPW A/E	900 S. Fremont Alhambra, CA 91803	John Fallon	626-458-2575	As-Needed A/E Services
08/2003	08/2006	OC Public Works	1152 E. Fruit Street Santa Ana, CA 92701	Ed Robb	714-567-6566	As-Needed A/E Services

PRIVATE INSTITUTIONS:

Start of Contract	End of Contract	Name of client	Address of client	Project Mgr./ Contact person	Phone number	Description of Services
04/18/2008	Ongoing	Cathay Bank	Broadway Los Angeles, CA	Kenny Tang	213-625-4747	A/E Services
12/29/2008	Ongoing	Optiflex	Beverly Boulevard Montebello, CA	Bill Novodor	626-303-0656	Site Planning Design Services
NA	NA	Wohl Properties	Foothill Boulevard Pasadena, CA	Emil Wohl	626-585-0400	Design Services

Add additional pages if necessary to list all experience with private institutions.

- i. Provide a minimum of three credit or financial references; giving names, addresses, and telephone numbers.

Name	Address	Business relationship	Contact person	Phone number
Wells Fargo Bank	P.O. Box 6995 Portland, OR 97228	Business Banking	Jane Murata	714-832-9157
Ford Graphics	P.O. Box 1507 So. Pasadena, CA 91507	Reprographic Vendor	Vicki Kemberger	626-486-0530
Bank of East Asia	388 East Valley Blvd, #118 Alhambra, CA 91801	Mortgage Lender	Carol Chan	626-457-2217

- j. Provide a letter of commitment, binder or certificate of current insurance coverage from an insurance company setting forth coverage meeting the limits and other requirements (Attachment A, Standard Contract Terms and Conditions, Section 2.24).
- k. Attach copies of financial statements (balance sheet and income statements) for the last full fiscal year and any partial year through at least December 31, 2008. Financial statements shall be prepared according to generally accepted accounting principles. Balance sheet shall show assets, liabilities, and net worth. Income statements shall identify operating expenses such as insurance, payroll, employee benefits, and payroll taxes. Reviewed and audited financial statements shall be given greater weight than compiled statements.
- l. Attach additional information, if necessary.

Signature: _____

Date: 22 February 2009

Title: Principal

PROPOSER'S EEO CERTIFICATION

Wayne C. Siu, Architects

Company Name

201 North Brea Boulevard, Suite A, Brea, California 92821

Address

95-3445834

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION**YES****NO**

1. Proposer has written policy statement prohibiting discrimination in all phases of employment.
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.

(X)

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(X)

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(X)

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(X)

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Signature

22 February 2009

Date

Wayne C. Siu, AIA, Principal

Name and Title of Signer (Please Print)

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: Wayne C. Siu, Architects			
Company Address: 201 North Brea Boulevard, Suite A			
City: Brea	State: California	Zip Code: 92821	
Telephone Number: 714-990-0995			
Solicitation For _____ Services: Architecture			

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

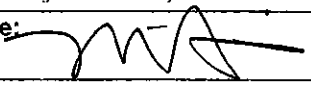
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Wayne C. Siu, AIA	Title: Principal
Signature: 	Date: 22 February 2009

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Wayne C. Siu, Architects

Proposer Name

Principal

Proposer Official Title

Official's Signature

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

____ YES (subject to verification by County) X NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

X YES ____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

____ YES ____ NO X N/A (Program not available)

Proposer Organization: Wayne C. Siu, Architects

Signature: _____

Print Name: Wayne C. Siu, AIA

Title: Principal

Date: 22 February 2009

Tel. #: 714-990-0995 x111

Fax #: 714-990-0950

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____

A handwritten signature in black ink, consisting of several loops and a final horizontal stroke, written over a horizontal line.

Date: 22 February 2009

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS

A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

Wayne C. Siu, AIA

714-990-0995 x111

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

None

D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Wayne C. Siu, Architects

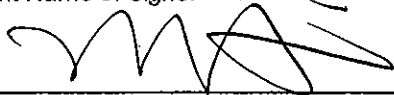
Name of Firm

Wayne C. Siu, AIA

Principal

Print Name of Signer

Title



22 February 2009

Signature

Date

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Wayne C. Siu, Architects

COUNTY VENDOR NUMBER: 05688701

☒ As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance,
I request this proposal/bid be considered for the Local SBE Preference.

☐ Attached is my Local SBE Certification letter issued by the County

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input checked="" type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): <u>8</u>						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander	1		1			2
American Indian						
Filipino						
White			1	1	1	1

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	100 %	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name <u>Wayne C. Siu, AIA</u>	Authorized Signature 	Title <u>Principal</u>	Date <u>22 February 2009</u>
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TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION


COMPANY NAME: Wayne C. Siu, Architects		
COMPANY ADDRESS: 201 North Brea Boulevard, Suite A		
CITY: Brea	STATE: California	ZIP CODE: 92821

***This form is not applicable to our firm.

I hereby certify that I meet all the requirements for this program:

- ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: Wayne C. Siu, AIA	TITLE: Principal
SIGNATURE: 	DATE: 22 February 2009

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

CONTRACTOR'S NAME: Wayne C. Siu, AIACONTRACT NO: TBD

CONTRACTOR'S CONTRACT REPRESENTATIVE:

Name: Wayne C. Siu, AIA
Title: Principal
Address: 201 North Brea Boulevard, Suite A
Brea, California 92821
Telephone: 714-990-0995 x111
Facsimile: 714-990-0950
E-Mail Address: wayne_wcsaia@pacbell.net

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Wayne C. Siu, AIA
Title: Principal
Address: 201 North Brea Boulevard, Suite A
Brea, California 92821
Telephone: 714-990-0995 x111
Facsimile: 714-990-0950
E-Mail Address: wayne_wcsaia@pacbell.net

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: Wayne C. Siu, AIA
Title: Principal
Address: 201 North Brea Boulevard, Suite A
Brea, California 92821
Telephone: 714-990-0995 x111
Facsimile: 714-990-0950
E-Mail Address: wayne_wcsaia@pacbell.net